

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Monday, March 6, 2023 (amended and reposted)

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, March 7, 2023 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri. 6

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. February 21, 2023 Council Meeting Minutes
2. February 21, 2023 Closed Session Minutes
3. Bill No. 2023-112: Special Use Permit 420 Freeman Road
4. Bill No. 2023-113: ARPA Drainage Project Agreement
5. Bill No. 2023-114: Buffalo Creek Lift Station Agreement for Engineering Services
6. Bill No. 2023-115: Stafford Fencing Contract

VISITOR'S BUSINESS

BIDS

1. Unmanned Aerial Vehicle

NEW BUSINESS

1. Bill No. 2022-116: Area Agency of Aging Contract
2. Bill No. 2023-117: Surplus FD-PD-IT Equipment
3. Bill No. 2023-118: Approve/Execute yearly Newton County Central Dispatch Contract
4. Bill No. 2023-119: Contract with YMCA Youth Softball/Baseball Program.
5. Bill No. 2023-120: Surplus Police Vehicle
6. Bill No. 2023-121: MOU with the Neosho School District (PD)
7. Resolution Bill No. 2023-01: Gateway Intersection Agreement
8. Purchase Police Vehicle
9. Approval for Purchase of GMC Sierra (D&M-PW Dept.)
10. DED Right of Way Easement

March 7, 2023 City Council Meeting

11. Letter of Support for Liberty Utilities
12. Area Agency of Aging (AAA) Facility Donation Letter
13. City Aquatic Center Presentation
14. Golf Fees Discussion

APPOINTMENTS AND VACANCIES

1. Golf Course Board
 - Letter of Interest from Gary Elam for Golf Course Board

REPORT OF CITY OFFICERS

CLOSED SESSION

1. Section 610.021 (1) RSMo...Legal actions, causes of action of litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
February 21, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Ty Zola opened the meeting with prayer and Mayor DeWitt led the Pledge of Allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

COUNCIL ABSENT:

Richard Davidson and Angela Thomas, excused by the Council.

CITY OFFICERS PRESENT:

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

Mayor DeWitt asked for a motion to excuse Councilman Davidson and Councilwoman Thomas.

Councilman Collinsworth made a motion to Excuse Councilman Davidson and Councilwoman Thomas; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

APPROVAL OF AGENDA

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

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

February 21, 2023 Council Minutes

CONSENT AGENDA

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

February 7, 2023 Open Session Minutes

Bill No. 2023-107 Gross Receipts Tax-Spire Missouri, Inc dba Spire

Bill No. 2023-108 Lampo Building HVAC Contract with Satterlee

Bill No. 2023-109 SUO Streamlining Rule Revisions

Bill No. 2023-110 Airport Taxiway Construction Contract

Bill No. 2023-111 Retention of Records

Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

There was nobody present to speak under visitor's business.

BIDS

Fencing Bid located at Branco Enterprises

City Manager Kennedy addressed the Council stating that there were multiple bids sent out for the chain link fencing at the Branco facility. Branco Enterprises and the City of Neosho reached an agreement to put in a commercial entrance with chain link fencing. This is regarding the highway 86 and Hammer Road roundabout. The lowest bidder was Stafford Fencing.

Stafford Fencing \$13,000

Miller Fencing \$13,911.21

Mauer Company \$19,750

Staff recommends moving forward with Stafford Fencing in the amount of \$13,000.

Councilwoman Robinson made a motion to Approve the bid from Stafford Fencing in the amount of \$13,000; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Vertical Baler for Recycle Center

Assistant Public Works Director Barrett addressed the City Council stating that this purchase will add an additional baler for processing multiple commodities and increase production. There were many bids sent out

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and three were received back.

TAKNEK, LLC (TRB60-10) \$16,361

Reaction Distributing (Tri-Pak TB-6030) \$15,998

Superior Equipment Service (Bace V630CC) \$15,535

Staff recommends approving the bid from Reaction Distributing in the amount of \$15,998 due to it being from the same supplier as our recently purchased horizontal baler.

Councilman Collinsworth made a motion to Approve the bid from Reaction Distributing in the amount of \$15,998; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2023-112: Special Use Permit 420 Freeman Road

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO CELLAMARIE PATRICK TO OPERATE A HAIR SALON AT 420 FREEMAN RD., NEOSHO, MISSOURI.

Attorney Paul read Bill No. 2023-112 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2023-112 SUP 420 Freeman Road; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the Council stating that the purpose of this special use permit at 420 Freeman Road is to seek council's approval of a salon. Ms. Patrick states that she anticipates only a few customers a week and has additional parking in the back. The Planning and Zoning Commission recommended approval on February 14th.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2023-113: ARPA Drainage Project Agreement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million Twelve Thousand and 00/100 Dollars

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(\$1,012,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-113 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2023-113 ARPA Drainage Project; Councilman Cobb seconded.

City Manager Kennedy addressed the City Council stating that the purpose of this agenda item is to approve the agreement between the City of Neosho and Allgeier, Martin and Associates, Inc. for stormwater improvements. The City applied for an ARPA grant for stormwater improvements within Neosho. The City was approved for the funding which will provide upgrades and improvements to our stormwater infrastructure for the Hatchery Branch and Lower High School Branch areas. This agreement is for engineering services for the planning and design, construction phase and inspection stage of the project.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2023-114: Buffalo Creek Lift Station Agreement for Engineering Services

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the Buffalo Creek Lift Station for the not to exceed price of Two Hundred Seven Thousand Seven Hundred and 00/100 Dollars (\$207,700.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-114 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-114 Buffalo Creek Lift Station Agrmt for Engineering Svcs.; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the City Council stating that the purpose of this agenda item is to authorize engineering to be completed throughout the construction phase of the Buffalo Lift Station project. The City was denied funds through ARPA.

The scope of work for this agreement shall include the preparation of plans and specifications for construction of improvements to the Buffalo Creek Lift Station. Specifically, the documents produced will include:

- Survey of existing facilities and site.
- An evaluation of current and projected wastewater flows, including flow monitoring of the lift station.
- Development of design plans, specifications, and contract documents are used to solicit competitive bids for construction of the improvements. Construction documents shall be for the construction of improvements to provide adequate pumping capacity and extend the useful life of the facility. Also included is the replacement of a gravity sewer to the west of the Buffalo Creek Lift Station, should it be found necessary to resolve capacity issues.

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- Approval from the Missouri Department of Natural Resources to proceed with construction of the project, including obtaining a construction permit and all necessary coordination.
- Coordination and oversight of the bidding process for the proposed improvements in order to award a construction contract to a contractor.
- Engineering construction services throughout the duration of the construction of the proposed improvements.
- Resident Project Representation on a part time basis during construction of the project.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Bill No. 2023-115: Stafford Fencing Contract

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City's dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, for the not to exceed price of Thirteen Thousand and 00/100 Dollars (\$13,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-115 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-115 Stafford Fencing Contract; None seconded.

City Manager Kennedy addressed the City Council stating that this agreement is for fencing services at 12033 State Hwy. 86, Neosho, MO 64850 as outlined in the contract and bid documents.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Piper Sandler Underwriter Engagement Agreement

Finance Director Forest addressed the City Council stating that the purpose of this agenda item is to seek Council's approval to engage with Piper Sandler & Co. for future underwriting or placement agent needs.

Councilwoman Robinson made a motion to Approve the Mayor to sign the engagement letter with Piper Sandler & Co.; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

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Abstain: None
Passed.

Amendment to Electric Service Agreement with Liberty Utilities

Assistant Public Works Director Barrett addressed the City Council stating that the purpose of this council item is to seek Council's approval for amendments to the Liberty Utilities contract, as follows:

989 Hwy 86 \$16.15 monthly increase
771 Wood Street \$.076 monthly increase
Oak Cliff and Pineville \$.076 monthly increase
1119 Wornall Street \$.034 monthly increase

Councilwoman Robinson made a motion to Approve the Amendments to the Liberty Utilities Contract; Councilman Collinsworth seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

City Lighting Conversion Project

Development Services Director Leavens addressed the City Council stating that the purpose of this agenda item is to bring council up to date on the city efforts to upgrade the city facilities to led lighting. The city has been making efforts to upgrade all city facilities to led lighting to take advantage of the energy savings that this type of lighting provides. A lighting study was provided by an outside vendor that offers estimated costs and savings for the upgrades in conjunction with a grant from Liberty Utilities and materials already owned by the city.

Councilman Cobb made a motion to Approve the City Lighting Conversion Project; Councilwoman Humphrey seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None
Passed.

Celebrate Neosho update

Development Services Director Leavens addressed the City Council updating them on Celebrate Neosho. Staff have been speaking with area restaurants in the downtown area for facilitating the crowds that would come to the downtown area.

The Council wants to make sure that we will have bands lined up, food trucks and family events in the

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afternoon.

Staff was seeking direction on the planning of the event and how Council would like to see the event go.

REPORT OF CITY OFFICERS

- Finance Department - January Financials

CLOSED SESSION

Mayor DeWitt asked for a motion to go into closed under Section 610.021 (1) and (2).

Councilman Collinsworth made a motion to to go into closed under Section 610.021 (1) and (2); Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor DeWitt closed open session at 7:50 p.m.

The Council came back into open session at 8:49 p.m. and announced that two votes were taken.

ADJOURN

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

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

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor DeWitt closed the February 21, 2023 City Council Meeting at 8:50 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-112: Special Use Permit 420 Freeman Road

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-112 Special Use Permit 420 Freeman Road
 2. 420 Freeman Rd Special Use App
 3. 420 Freeman Rd 200' Buffer Map
 4. 420 Freeman Rd Special Use Letter
 5. 420 Freeman Road Ads
 6. CellaMarie Smith Title
-

PURPOSE:

The purpose of this item is seek council approval of a Special Use Permit for a salon at 420 Freeman Road.

BACKGROUND:

The property owner is requesting a Special Use Permit for her home located at 420 Freeman Road for the purpose of operating a hair salon out of her home. Ms. Patrick has stated that she anticipates only having few customers each week. The residence is currently zoned R-2 and is contiguous with C-2, C-3, and R-2 zoned properties. The matter was taken before the Planning and Zoning Committee on February 14th. There were no comments or objections from the public and the Special Use permit was recommended by the Planning and Zoning Committee.

RECOMMENDATION:

Staff recommends that council approve the Special Use Permit for 420 Freeman Road.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO CELLAMARIE PATRICK TO OPERATE A HAIR SALON AT 420 FREEMAN RD., NEOSHO, MISSOURI.

WHEREAS, CELLAMARIE PATRICK DESIRES TO OPERATE A HAIR SALON AT 420 FREEMAN RD., NEOSHO, MISSOURI; AND

WHEREAS, 420 FREEMAN RD., NEOSHO, MISSOURI, IS ZONED R-2, SECOND DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, CELLAMARIE PATRICK HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON FEBRUARY 14, 2023 AT 6:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON FEBRUARY 21, 2023 AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

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

SECTION 1: A Special Use Permit, authorizing the operation of a hair salon for the property located at 420 Freeman Rd., Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

- A. This Special Use Permit is issued to CellaMarie Patrick to operate a hair salon at 420 Freeman Rd., Neosho, Missouri. This Permit is not transferable.
- B. This Permit shall be for a term of three (3) years, renewable in February 2026.
- C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.
- D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.
- E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PROCEDURE FOR REZONING , SPECIAL USE PERMIT AND ABANDONMENT/VACATION OF STREETS and ALLEYS

- Applications shall be made on forms provided by the Planning and Zoning Department at City Hall.
- Filing fee, plus cost for publication and notice shall be paid when application is filed with **all** required attachments. **Required attachments are as follows:**
 1. Receipt for payment of applicable fee plus publication cost.
 2. List of property owners with 200 feet of said property (name, address, and parcel number)*
 3. Map of lots and streets within at least 300 feet *
 4. Copy of Deed *
- At the time of filing, the City Clerk shall note on the application the date of filing and make a permanent record of notation.
- Application shall go before the Planning and Zoning Commission within two (2) regular meetings from the date of filing. See attached schedule.
- Before the hearing, a Notice shall be published in the newspaper, and four (4) signs shall be posted on the property announcing hearing dates.
- At the hearing, the Commission shall make a report of their **recommendation** to approve or deny the application. This is **NOT** a final decision.
- The application and the Commissions recommendation shall then go before the City Council at the next regularly scheduled meeting. A notice shall be published announcing the hearing at least once, prior to hearing date.

* Available at the County Assessors office

Note: If an objection is received by property owners of at least two-thirds of the surrounding 185 feet of property, then the rezoning must be passed by a four-fifths vote.



Planning and Zoning Department

City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

- | | |
|--|---|
| ☐ Preliminary Plat / Site Plan | ☐ Vacation of Right-of-Way |
| ☒ Special Use Permit | ☐ Board of Adjustments |
| ☐ Rezoning | ☐ Vacation of Easement |
| ☐ Final Plat / Site Plan | ☐ Other _____ |

INFORMATION

APPLICANT	PROJECT
Name <u>Cella Marie Patrick</u>	Project Location <u>420 Freeman Rd</u>
Address <u>420 Freeman Rd</u>	Existing Use <u>Residence</u>
Phone <u>417-389-5244</u>	Proposed Use <u>Residence + Salon</u>
Contact Person Name <u>Cella Patrick</u>	Existing Zone <u>R-2</u>
Contact Person Phone <u>389-5244</u>	Proposed Zone <u>SPECIAL USE</u>

SIGNATURE OF OWNERS & DATE

The above information and the attached list of property owners and the area map are true and accurate to the best of my knowledge.

Cella Patrick
Signature of Owner

1-5-23
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

- | |
|---|
| ☐ Application Fee Received |
| ☐ Deed Attached |
| ☐ Parcel Map Attached |
| ☐ Property Owners Within 200 Ft Attached |
| ☐ Publication Fee Received |

Cellamariepatrick@gmail.com

Neosho, MO

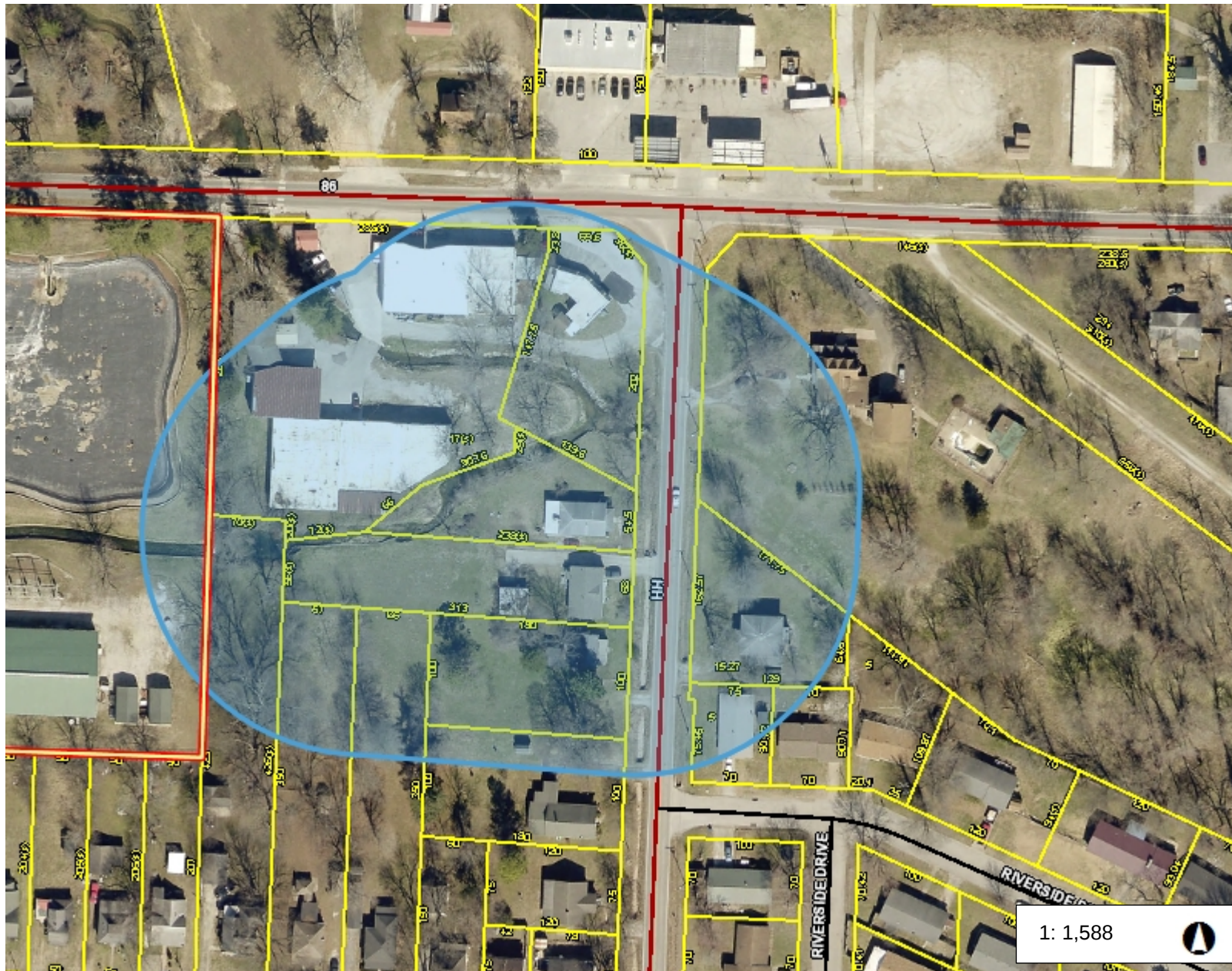


Legend

Neosho Streets

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

Parcel



1: 1,588

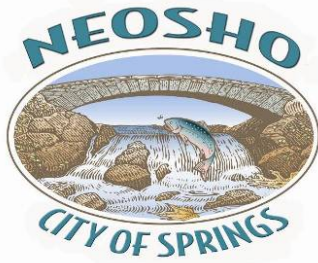


Notes

420 Freeman Rd
200' Notification Map

264.7 0 132.36 264.7 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



Development Services

203 E. Main St
Neosho, Mo. 64850

(417) 451-8050

January 6, 2023

Notice of Meeting

Property owner,

You are receiving this letter to inform you that on ***February 14, 2023 at 6:00 pm*** in the Neosho City Hall Council Chambers located at 203 East Main Street, we will be holding a Planning and Zoning Meeting & Public Hearing to discuss a Special Use Permit request for property located at 420 Freeman Road.

The City has been petitioned for a Special Use Permit for this R-2 Second Dwelling House District zoned property for use as a in home beauty salon.

You are not required to be at the meeting but if you would like to attend, feel free to do so.

Please feel free to contact my office at (417) 451-8050, regarding any questions you may have or for further information.

Sincerely,

Richard Leavens
City of Neosho
Development Services

Please run this ad on January 31, 2023, and February 7, 2023

NOTICE

There will be a meeting of the **Planning and Zoning Committee** in the City Council Chamber 203 E. Main on Tuesday, January 14, 2023, at 6:00 pm to conduct a public hearing and consider the request for a Special Use Permit for the address of 420 Freeman Rd for the purpose of operating a in home beauty salon. Inquiries, please contact Richard Leavens at city hall, (417) 451-8050.

Please run this ad on February 14, 2022

NOTICE

There will be a meeting of the **Neosho City Council** in the City Council Chamber 203 E. Main on Tuesday, January 21, 2023, at 7:00 pm to conduct a public hearing and consider the request for a Special Use Permit for the address of 420 Freeman Rd for the purpose of operating a in home beauty salon. Inquiries, please contact Richard Leavens at city hall, (417) 451-8050.



Recording Date/Time: 05/16/2022 at 11:12:21 AM

Book: 371 Page: 3878

Instr #: 202203915

Type: QC

Pages: 2

Fee: \$27.00 S 20220003264

Jennifer A. Childers
Recorder of Deeds

Copied to Brown
P.O. 2845
Joplin Mo 64803

27-

6116 \$81.00

QUIT-CLAIM DEED

This Deed, dated this 11th day of May 2022, is made and entered into by and between CHAD E. CLARK and JENNIFER J. CLARK, husband and wife ("Grantor/Party of the first part"), of Newton County, Missouri, and CELLAMARIE J. SMITH (formerly known as Cellamarie Patrick) ("Grantee/Party of the second part"), whose mailing address is 420 Freeman Road, Neosho, MO 64850.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten & NO/100 Dollars (\$10.00) and all other good and valuable consideration, in hand paid by the said party of the second part, (the receipt of which is hereby acknowledged), does by these presents **REMISE, RELEASE AND FOREVER QUIT-CLAIM** unto the said party of the second part, her heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri, to-wit:

Tract 1: All of Lot Numbered Twelve (12) in Thomas Subdivision in the City of Neosho, Newton County, Missouri, except the South 68 feet thereof, according to the recorded Plat thereof.

Tract 2: A right of way for the purposes of ingress and egress over a driveway on the North 15 feet of the South 68 feet of Lot Numbered Twelve (12) in Thomas Subdivision in the City of Neosho, Newton County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part and unto her heirs and assigns forever; so that neither the said party of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand on the day and year first above written.

CHAD E. CLARK

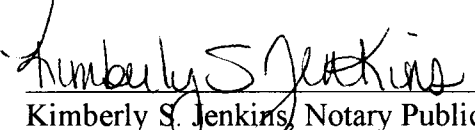
JENNIFER J. CLARK

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this 11th day of May 2022, before me personally appeared CHAD E. CLARK and JENNIFER J. CLARK, husband and wife, to me known to be the persons described herein and who executed the foregoing Quit Claim Deed, as Grantors, and acknowledged to me that they executed the same as their voluntary free act and deed for the purposes therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires:


Kimberly S. Jenkins, Notary Public

KIMBERLY S. JENKINS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Apr. 27, 2026
Commission #14433970

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-113: ARPA Drainage Project Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-113 Hatchery Branch and Lower High School Branch stormwater-Eng Agrmt
 2. Agreement for Engineering Services - ARPA
-

PURPOSE:

To approve an agreement between the City of Neosho and Allgeier, Martin & Associates, Inc. for stormwater improvements.

BACKGROUND:

The City of Neosho applied for an ARPA grant for stormwater improvements within Neosho. The city was approved for the funding which will provide upgrades and improvements to our stormwater infrastructure for the Hatchery Branch and Lower High School Branch areas.

This agreement is for engineering services for the planning and design, construction phase and inspection stage of the project.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million Twelve Thousand and 00/100 Dollars (\$1,012,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch for the not to exceed price of One Million Twelve Thousand and 00/100 Dollars (\$1,012,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**AGREEMENT
BETWEEN
THE CITY OF NEOSHO, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2023 between the City of Neosho, Missouri (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to the City's stormwater infrastructure for the Hatchery Branch and the Lower High School Branch (hereinafter called the project), using funding assistance from the Missouri Department of Natural Resources through the America Rescue Plan Act (ARPA) funding program.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to the OWNER's stormwater conveyance system by constructing ditches, culverts and miscellaneous other work related to construction of an improvement to the conveyance system for the purpose of flood reduction.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

- 1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.
- 1.2.2 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.
- 1.2.3 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.
- 1.2.4 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.
- 1.2.5 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as having jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.2.6 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.
- 1.2.7 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.2.8 Furnish copies of the above documents and present and review them in person with OWNER.
- 1.2.9 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.
- 1.2.10 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.
- 1.2.11 Negotiating for the purpose of obtaining land or easements rights.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

- 1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.
- 1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.5 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental

thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.5.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 ENGINEER shall review and log American Iron and Steel documentation for the project during submittal review and during resident project representative site visits.

1.4.12 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation (Inspection).

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

- a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

- a) Record date of receipt of shop drawings and samples.
- b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.
- c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

- a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
- b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

- a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.
- b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

- a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.
- c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.
- d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

- a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.
- c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

- 1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.
- 1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.
- 1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- 1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- 1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.
- 1.5.3.7 Shall not authorize OWNER to make adjustments to the project without the consent of the ENGINEER.
- 1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving

services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- 3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.
- 3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.
- 3.12 Geotechnical investigations to determine depth to rock.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 600 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 10 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Planning, Design Phase and Easement/Property Acquisition Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be \$1,012,000. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed \$1,012,000.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.16, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4.

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Newton County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

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

- 7.8. Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.
- 7.9. Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.
- 7.10. Records and Audits. ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to OWNER or any authorized representative, and will be retained for three years after the expiration of this Agreement.
- 7.11. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.
- 7.12. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- 7.13. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule" and Exhibit B "Estimate of Costs".
- 8.2 This agreement (consisting of pages 1 to 19, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF NEOSHO, MISSOURI

(Authorized Signature)

Tyler DeWitt
(Printed Name)

Mayor
(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.



(Authorized Signature)

Michael Atkinson, P.E.

Vice President

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC. Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$279	\$289	\$289
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT B
ESTIMATE OF COSTS

Project Name: Hatchery Branch Stormwater Improvements				
Location: Starting at the battery of culverts under South Street northward to the railroad bridge just south of Park Street				
Engineering, Planning, and Administrative				
		Planning (Public Hearing, Exhibits)	\$	10,000.00
		Survey (Topographic, Utility and Boundary)	\$	30,000.00
15	EA	Property Acquisition (Legal Descriptions, Property Pins)	\$ 3,600.00	\$ 54,000.00
4	EA	Property Negotiation (Land Only)	\$ 2,700.00	\$ 10,800.00
11	EA	Property Negotiation (Land and Home)	\$ 13,400.00	\$ 147,400.00
		Engineering Design	\$	166,000.00
		Contract Administration	\$	83,000.00
		Construction Engineering and Resident Inspection (5-Months Duration)	\$	95,000.00
HATCHERY BRANCH SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT				\$ 596,200.00

Project Name: Lower High School Branch Stormwater Improvements				
Location: Starting at Wheeler Street north to Coler Street				
Engineering, Planning, and Administrative				
		Planning (Public Hearing, Exhibits)	\$	15,000.00
		Survey (Topographic, Utility and Boundary)	\$	22,000.00
		Engineering Design	\$	168,000.00
		Contract Administration	\$	51,000.00
		Construction Engineering and Resident Inspection (8-Months Duration)	\$	160,000.00
LOWER HIGH SCHOOL BRANCH SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT				\$ 416,000.00

Summary (Hatchery Branch + Lower High School Branch)				
Total Cost			\$	1,012,200.00
TOTAL COST (Rounded to Nearest \$1000)			\$	1,012,000.00

REQUESTED COUNCIL MEETING DATE: February 21, 2023**ITEM:** Bill No. 2023-114: Buffalo Creek Lift Station Agreement for Engineering Services**ORIGINATING DEPARTMENT:** City Manager**ATTACHMENT:**

1. Bill No. 2023-114 AMA RE Buffalo Creek Lift Station
 2. Agreement for Engineering Services - Buffalo LS
-

PURPOSE:**BACKGROUND:**

This project was originally sought for funding under the ARPA funds. However, we weren't approved for the grant. Staff has scaled down the project to include the improvements to the Buffalo lift station this agreement would authorize engineering to be completed throughout the construction phase of the project.

The scope of work for this agreement shall include the preparation of plans and specifications for construction of improvements to the Buffalo Creek Lift Station. Specifically, the documents produced will include:

Survey of existing facilities and site.

- An evaluation of current and projected wastewater flows, including flow monitoring of the lift station.
- Development of design plans, specifications, and contract documents are used to solicit competitive bids for construction of the improvements. Construction documents shall be for the construction of improvements to provide adequate pumping capacity and extend the useful life of the facility. Also included is the replacement of a gravity sewer to the west of the Buffalo Creek Lift Station, should it be found necessary to resolve capacity issues.
- Approval from the Missouri Department of Natural Resources to proceed with construction of the project, including obtaining a construction permit and all necessary coordination.
- Coordination and oversight of the bidding process for the proposed improvements in order to award a construction contract to a contractor.
- Engineering construction services throughout the duration of the construction of the proposed improvements.
- Resident Project Representation on a part time basis during construction of the project.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the Buffalo Creek Lift Station for the not to exceed price of Two Hundred Seven Thousand Seven Hundred and 00/100 Dollars (\$207,700.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing engineering services related to the construction of improvements for the Buffalo Creek Lift Station for the not to exceed price of Two Hundred Seven Thousand Seven Hundred and 00/100 Dollars (\$207,700.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

**AGREEMENT
BETWEEN
THE CITY OF NEOSHO, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2023 between the City of Neosho, Missouri (OWNER), and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to the Buffalo Creek Lift Station.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to the OWNER's Buffalo Creek Lift Station to increase pumping capacity and extend the useful life of the facility.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Conduct flow monitoring of the existing facilities to evaluate current and projected wastewater flows.

1.2.3 Develop design plans, specifications, and contract documents used to solicit competitive bids for

construction of the improvements. The scope of design includes the replacement of pumps and controls, the replacement or rehabilitation of piping, valving, and appurtenances, the renovation of the existing wet well, and the replacement of gravity sewer line to the west of the lift station, should it be found necessary to resolve capacity issues. The scope of design work does not include improvements to the existing pressure sewer line from the Buffalo Creek Lift Station.

1.2.4 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. This specifically includes obtaining a construction permit from the Missouri Department of Natural Resources.

1.2.5 On the basis of the accepted final design documents, provide to the OWNER an opinion of probable cost for the Project.

1.2.6 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.7 Furnish copies of the above documents and present and review them in person with OWNER.

1.2.8 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Review contractor's proposed project schedule.

1.4.3 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.4 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.6 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.7 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly

perform duties undertaken by him in the contract documents.

1.4.9 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

- a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

- a) Record date of receipt of shop drawings and samples.
- b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.
- c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

- a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.
- b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

- a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.
- b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

- a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.
- c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

- d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

- a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.
- c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to make adjustments to the project without the consent of the ENGINEER.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving

services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER’S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.
- 3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).
- 3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.
- 3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 300 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 6 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Flow Monitoring, Survey, and Design Phase Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work shown in Exhibit B. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be \$207,700. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed \$207,700.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Newton County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

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

- 7.8. Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.
- 7.9. Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.
- 7.10. Records and Audits. ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to OWNER or any authorized representative, and will be retained for three years after the expiration of this Agreement.
- 7.11. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.
- 7.12. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.
- 7.13. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule" and Exhibit B "Estimate of Costs".
- 8.2 This agreement (consisting of pages 1 to 18, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF NEOSHO, MISSOURI

(Authorized Signature)

Tyler DeWitt
(Printed Name)

Mayor
(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.



(Authorized Signature)

Michael Atkinson, P.E.

Vice President

EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC. Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$279	\$289	\$289
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

EXHIBIT B
ESTIMATE OF COSTS

Project Name: Buffalo Creek Lift Station Improvements			
Location: Buffalo Creek Lift Station			
Engineering, Planning, and Administrative			
	Flow Monitoring	\$	27,400.00
	Survey and Engineering Design	\$	85,700.00
	Bidding and Construction	\$	34,500.00
	Resident Project Representation (55 Days)	\$	60,100.00
PROJECT SUBTOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT			\$ 207,700.00

REQUESTED COUNCIL MEETING DATE: February 21, 2023

ITEM: Bill No. 2023-115: Stafford Fencing Contract

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-115 Stafford Fencing RE Branco fence related to 86-Hammer roundabout
 2. Stafford Fencing RE Branco fence related to 86-Hammer roundabout
-

PURPOSE:

To approve the contract with Stafford Fencing.

BACKGROUND:

This agreement is for fencing services at 12033 State Hwy 86, Neosho, MO 64850 as outlined in the contract and bid documents.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City's dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, for the not to exceed price of Thirteen Thousand and 00/100 Dollars (\$13,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Jeremy and Candace Stafford, d/b/a Stafford Fencing, for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City's dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, for the not to exceed price of Thirteen Thousand and 00/100 Dollars (\$13,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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 _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Jeremy and Candace Stafford, d/b/a Stafford Fencing, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

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

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

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

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to construct improvements, to include a fence, at Branco Enterprises Inc., 12033 Missouri State Highway 86, Neosho, MO 64850 related to the City’s dual lane roundabout project at the intersection of Missouri State Highway 86 and Hammer Road as follows:

Furnish and install new fencing, gates, posts, accessories and fencing modifications in accordance with the attached diagram. Installation includes 2 cantilevered sliding gates providing for a 30' clear opening. Gate posts are to be a minimum of 4" diameter installed in an industry standard foundation with a minimum diameter of 18" and minimum depth of 36". The gate and fencing installation is to match the existing 6' chain link with 3 strand barbed wire fence located at 12033 State Hwy 86, Neosho, MO 64850 (Branco Enterprises). Gates are to be placed on rollers (top and bottom) with barbed wire on top of the gate panels. All material is to be commercial grade.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Thirteen Thousand and 00/100 Dollars (\$13,000.00) – the full amount of this contract – as follows. Contractor will be paid \$6,500.00 – 50% of this contract – within thirty (30) days of the Effective Date and \$6,500.00 – 50% of this contract – within thirty (30) days of completion of the project.

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

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

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

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

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

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

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire

understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

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

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

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

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

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured for causes of actions and claims arising out

of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

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

19. Liquidated Damages. Intentionally omitted.

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

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

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

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

Jeremy and Candace Stafford
802 Spencer Drive
Neosho, MO 64850

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

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

24. Payment Bond. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wage. Intentionally omitted.

27. Records and Audits. Intentionally omitted.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

30. Safety Training. Intentionally omitted.

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

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

33. Subsurface Conditions. Intentionally omitted.

34. Termination. City reserves the right to terminate this contract by giving at least

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

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

CITY OF NEOSHO, MISSOURI

JEREMY AND CANDACE STAFFORD
D/B/A STAFFORD FENCING

Tyler DeWitt, Mayor

Jeremy Stafford

ATTEST:

Cheyenne Wright, City Clerk

Candace Stafford

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Unmanned Aerial Vehicle

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Drone Bids

PURPOSE:

Bids to purchase an Unmanned Aerial Vehicle (Drone)

BACKGROUND:

Over the past few years, the Police and Fire departments have had several circumstances where a drone could have been used. It could have been used to help locate missing children, drowning victims, assist in photographing major accident scenes, outside crime scenes, assist in locating fleeing/hiding suspects, and fire hot spots. Bid packets were sent to 3 major drone retailers, and two returned bids. #1. American-Drones LLC at \$23,109.42 and #2. Unmanned Vehicle Technologies (UVT) at \$17,953.97. Removal of unneeded options brings the total price to \$15,546.97 from UVT. The drone comes in under the budgeted amount of \$15,665. We currently have one licensed operator qualified to operate the drone. We are currently looking into getting more people licensed through the FAA.

RECOMMENDATION:

Staff recommends the police chief be approved to move forward with the purchase of a drone from UVT at the cost of \$15,546.97.

gov - to
for condi
liability Ins

AMERICAN-DRONES LLC

1000 SW 4TH ST
Moore, OK 73160
405-308-0866

Estimate

Date	Estimate #
2/6/2023	6826

Name / Address
Chief Jason Baird 417-451-8050

			Project
Qty	Description	Rate	Total
1	DJI Matrice 30T Combo SP Plus(Shield Basic) SKU: M300RTK-COMBO-SP, Manufacturer: DJI	13,999.00	13,999.00T
6	DJI Matrice 300 Series TB60 Intelligent Flight Battery SKU: CP.EN.00000262.01, UPC: 190021019010, Manufacturer: DJI	700.00	4,200.00T
1	CZI LP12 Searchlight and Broadcasting System	2,000.00	2,000.00T
1	CZI TH4 Throwing Hook for the M30	1,100.00	1,100.00T
	Free Delivery to Neosho, includes basic flight training Oklahoma Sales Tax	8.50%	1,810.42
		Total	\$23,109.42



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

<https://www.uvt.us>

Neosho Police Department

201 N College Street

Neosho MO 64850

United States

Quotation # S0208376

Quotation Date:

02/06/2023

Expiration:

05/07/2023

Salesperson:

Kyle Naliborski

DESCRIPTION	QUANTITY	UNIT PRICE	DISC. %	TAXES	AMOUNT
UVT M30T QuickTac Bundle w/Care Enterprise Basic					
[101-138-1010] DJI Matrice 30T Combo w/Care Enterprise Basic	1.000 Units	13,999.00	0.00		\$ 13,999.00

INCLUDES:

DJI M30 x1

DJI RC Plus x1

DJI BS30 Charging Station x1

DJI TB30 Flight Battery x2

DJI 1671 Propeller Pairs x3

DJI M30 Series Hard Carrying Case x1

DJI Care Enterprise Basic 1-Year Plan x1

[101-138-1207] DJI Matrice 30 Series TB30 Intelligent Flight Battery	6.000 Units	329.00	0.00		\$ 1,974.00
--	-------------	--------	------	--	-------------

Explicitly designed to power the Matrice 30 Series drone, the DJI TB30 Intelligent Flight Battery is a 6-cell (6S) Ternary Lithium battery with a maximum capacity of 5880 mAh and a maximum voltage of 26.1 V. With its self-heating ability, the TB30 can perform even in extreme cold. The TB30 battery can only be charged using the DJI BS30 Intelligent Battery Station.

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

**THANK YOU FOR
CHOOSING UVT!**

1



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

[101-115-1001] DJI WB37 Intelligent Battery	2.000 Units	59.00	0.00	\$ 118.00
---	-------------	-------	------	-----------

The WB37 Intelligent Battery is a 2-cell (2S) LiPo battery with a maximum capacity of 4920 mAh and a maximum voltage of 7.6 V. The DJI WB37 Intelligent Battery is compatible with the DJI RC Plus remote controller and serves as its external battery, allowing for longer runtimes and hot-swap capabilities.

[146-101-1001] CZI LP12 Speaker & Spotlight	1.000 Units	1,749.00	0.00	\$ 1,749.00
---	-------------	----------	------	-------------

The LP12 Speaker & Spotlight attachment combines both a light source and aerial broadcast system into one single attachment built specifically for the DJI M30 Series. The LP12 comes with its own quick-release mounting bracket.

[118-101-1002] Hoodman Drone Launch Pad 3ft	1.000 Units	69.99	0.00	\$ 69.99
---	-------------	-------	------	----------

If there's one brand that resonates with drone pilots, it's Hoodman. This Hoodman drone launch pad is their 3-foot diameter landing pad designed to keep your small drone safe during takeoff and landing. This is the recommended landing pad for drones such as the DJI Mavic Air 2, Phantom 4 Series, or Mavic 2 Series.

[CON-SD-102] SanDisk Extreme PRO microSDXC UHS-I Memory Card (64GB)	2.000 Units	21.99	0.00	\$ 43.98
---	-------------	-------	------	----------

Subtotal \$ 17,953.97

UVT ProLine Services

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

**THANK YOU FOR
CHOOSING UVT!**

2



UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

<https://www.uvt.us>

Payment terms: Net 30

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

**THANK YOU FOR
CHOOSING UVT!**

Documents provided shall remain firm for a period of ninety (90) days after the submittal due date. Submittals received after the designated time will not be considered in the selection. The City reserves the right to accept or reject any or all submittals and to waive informalities or irregularities in the selection process.

BID FORM

Description: (To be completed by bidding party)

Meets expectations. Please see quote #SO208376

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

F.O.B. Neosho, MO

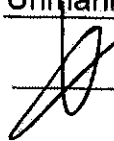
Projected Shipping Date: Less than 14 days after receiving award

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: Unmanned Vehicle Technologies, LLC

SIGNED BY:



Chris Fink, CEO

**CITY OF NEOSHO, MISSOURI
REQUEST FOR PROPOSAL FOR PAYMENT KIOSK
PART TWO – KIOSK RFP TEMPLATE**

2.0 Vendor Information

Submittals shall include, but are not limited to:

- 1) Introductory Letter
 - a) Vendor Information
 - i) Company name
 - ii) Company address
 - iii) Parent company
 - iv) Describe ownership and/or strategic partnerships of your company relevant to this product.
 - v) Primary contact person responsible for the information contained in this RFP
 - vi) Phone number
 - vii) Email address
 - viii) Website URL
 - ix) Please provide a brief description of your company's history and the core business of the company.
 - x) How long has your company been in business?
 - xi) What distinguishes your company and its offerings from others available in the market?
 - xii) How many public sector clients currently use your services?
- 2) Subcontract information (as listed above)

3.0 Bid Specifications

- 1) Small Arial Vehicle (drone)

- i) Camera
 - a) Main

The main camera should have at least a 48 Megapixel, ½ inch sensor.

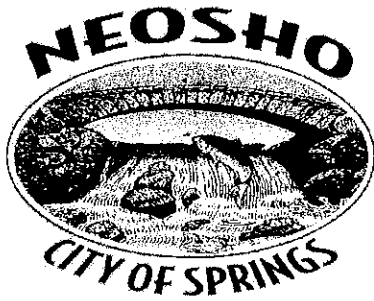
- b) Zoom

A zoom camera will be required with at least a 16x optical zoom and an additional digital zoom. It should have a maximum video resolution of 3840 x 2160 and photo resolution of 8000 x 6000.

- c) Thermal

A resolution of 640 x 512 for photos and video would be minimally acceptable for the uses needed for the City of Neosho. An enhanced mode 1280 x 1024 would be preferred. Multiple palettes (white hot, black hot, etc.) will be needed for multiple users. Temperature measurement should be from -4° to 302° in a high gain mode and accuracy should be around ±2°.

- d) Other



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

01/23/2023

RE: INVITATION TO BID

To Whom It May Concern:

Enclosed you will find an invitation to bid on equipment for the City of Neosho's Police Department. The invitation to bid is self-explanatory.

The City of Neosho invites you to bid on an Emergency Services Unmanned Aerial Vehicle and the City of Neosho retains the right to refuse any or all bids.

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

Thank you,

Chief Jason Baird
Neosho Police Department

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Unmanned Vehicle Technologies, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1722 N College Avenue, Suite D

6 City, state, and ZIP code

Fayetteville, AR, 72703

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 5 4 6 6 3 4 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ► 01/01/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

any person who is an unauthorized alien.

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

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

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



Authorized Agent, Partner, Owner or Officer

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

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

N/A
Human Relations Director

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



Company ID Number: 1282350

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Unmanned Vehicle (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1282350

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 1282350

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1282350

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1282350

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1282350



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1282350

Approved by:

Employer Unmanned Vehicle Technologies, LLC	
Name (Please Type or Print) Christopher D Fink	Title
Signature Electronically Signed	Date 03/20/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/20/2018



Company ID Number: 1282350



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AR 1



Company ID Number: 1282350



This list represents the first 20 Program Administrators listed for this company.

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2022-116: Area Agency of Aging Contract

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-116 AAA RE Senior Center Contract
 2. AAA Area Agency on Aging Contract
-

PURPOSE:

To approve a contract with the Area Agency of Aging and the City of Neosho.

BACKGROUND:

The City of Neosho leases the senior center to the Area Agency of Aging to provide services for Neosho/Newton County residents. The contract has been updated to reflect current operations for both entities to show areas of responsibility.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Lease Agreement with Area Agency on Aging, Region X, a Missouri Non-Profit Corporation, for the purpose of leasing certain land and improvements commonly known as the Neosho Senior Center located at 1017 Carl Sweeney Parkway, Neosho, Missouri; 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 Lease Agreement with Area Agency on Aging, Region X, a Missouri Non-Profit Corporation, for the purpose of leasing certain land and improvements commonly known as the Neosho Senior Center located at 1017 Carl Sweeney Parkway, Neosho, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the CITY OF NEOSHO, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as "Lessor", and AREA AGENCY ON AGING, REGION X, a Missouri Non-Profit Corporation, hereinafter referred to as "Lessee", and with Lessor and Lessee being referred to collectively as "the Parties."

WHEREAS, Lessor is the owner of certain land and improvements commonly known as the Neosho Senior Center located at 1017 Carl Sweeney Parkway, Neosho, Missouri, and legally described on Exhibit A, attached hereto and incorporated by reference, hereinafter referred to as the "the Premises"; and

WHEREAS, Lessee desires to lease the Premises for the purpose of operating a multi-purpose senior center, as defined under MO 19 CSR 15-4.010 et al and providing nutrition, support, and recreational services to senior citizens.

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

1. Term. The original term of this Lease shall commence on January 1, 2023, hereinafter referred to as "the Effective Date." The term of this Agreement shall be for five (5) years, from January 1, 2023 to December 31, 2027. This Agreement shall automatically renew for successive terms of one (1) year under the same terms and conditions, unless terminated pursuant to the terms of this Agreement.

2. Demise. Lessor leases to Lessee and Lessee leases from Lessor, the land and improvements commonly known as the Neosho Senior Center located at 1017 Carl Sweeney Parkway, Neosho, Missouri, legally described on Exhibit A, attached hereto and incorporated by reference, hereinafter referred to as "the Premises."

3. Rent. Intentionally omitted.

4. Deposit. Intentionally omitted.

5. Use of Premises by Lessee. Lessee is a Missouri Non-Profit Corporation and the Premises shall be used solely for the purposes described herein, unless written permission is given by an authorized representative of the Lessor. Lessee shall use the Leased premise solely for the purposes of providing nutrition, support, and recreational services for senior citizens. Any other use of the premises is prohibited. Lessee shall not perform any acts or carry on any practices that may injure the premises or be a nuisance or menace. Lessee's normal hours of operation are 7 a.m. – 3 p.m. Monday through Friday.

6. Use of Premises by Lessor. Lessor shall retain the right to use the Premises, including the personal property, furniture, and equipment referenced in Paragraph 7, outside of

Lessee's normal hours of operation; however, Lessor shall not have the right to use Lessee's personal property described in Paragraph 12.

7. Personal Property, Furniture, and Equipment. As a part of and under the terms of this Agreement, Lessor also agrees to lease certain personal property, furniture, and equipment to Lessee, as fully described and set forth on Exhibit B, hereinafter referred to as "the Personal Property." Lessee agrees that the personal property is owned by Lessor. Lessor shall have no obligation to replace items on Exhibit B once they have served their useful life.

8. Lessee's Responsibilities. This Agreement is conditioned upon Lessee's assurances that the premises shall be maintained and operated solely by Lessee and no other person, corporation, association or legal entity whatsoever. All of Lessee's personnel and volunteers shall be the sole responsibility of Lessee. Lessee shall leave the Premises in the same condition as it was prior to the start of this Agreement, excepting the improvements as described herein. Lessee shall be responsible for securing the property. Lessor is not responsible for any loss suffered by Lessee. Lessee further agrees as follows:

- a. To provide nutrition services to senior citizens in accordance with Federal Program Guidelines.
- b. To provide recreational and support services to senior citizens.
- c. To employ, train, and supervise such employees as are necessary for the operation of nutrition, recreational, and support services to senior citizens in accordance with current Administration on Aging requirements.

9. Lessor's Responsibilities. Lessor shall be responsible for all maintenance and repairs of the Premises and maintain the Premises in a habitable condition, including, but not limited to, electric, plumbing, roof, walls, HVAC, parking lot, walkway areas, removal of snow, mowing, and all other maintenance or repairs. Lessor shall pay for or provide for maintenance and janitorial services for the inside of the premises, including all inside equipment and furnishings. This Paragraph shall not be construed to require Lessor to maintain or repair Lessor's personal property described in Paragraph 6 or Lessee's personal property described in Paragraph 12.

10. Utilities. Lessor shall pay for the following utilities: electric, gas, water, sewer, and trash.

11. Telecommunications. Lessee shall be solely responsible for any telephone, fax, and cable. Lessor shall be responsible for internet service.

12. Fixtures and Alterations. Lessor and Lessee hereby agree that the Premises are Leased in an "AS IS" condition. As described in Section 16, any improvements made shall become and remain Lessor's property without any compensation of any kind paid to Lessee. However, Lessee may remove its stove, walk-in freezer, and other equipment so long as Lessee repairs any resulting damage.

13. Condition of Leased Premises. Lessee shall at all times keep the Premises in a neat and orderly condition.

14. Right of Entry. Lessor or Lessor's agents shall have the right to enter the Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Lessor may deem desirable.

15. Damage or Destruction of Leased Premises. In the event that the Leased premises are destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored by the date of this Lease, then this Lease shall be automatically terminated.

16. Default

a. Default of the Lessee. In the event of any failure by Lessee to perform any of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than five (5) days after written notice of such default shall have been given to Lessee, then Lessor may pursue any available relief at law or equity.

b. Default of the Lessor. In the event of any failure by Lessor to perform any of the terms, conditions or covenants of this Lease to be observed or performed by Lessor for more than five (5) days after written notice of such default shall have been given to Lessor, then Lessee, may pursue any available relief at law or equity.

17. Termination. This Agreement shall govern all transactions between the parties until terminated. It is agreed that Lessor shall have the right to terminate this Agreement at any time, without cause, on one hundred eighty (180) days' written notice by certified mail, or by personal delivery, to Lessee. In the event of termination by Lessor, Lessee shall remove all of its equipment, materials, and other property by the end of the one hundred eighty (180) day period. However, any improvements made shall become and remain Lessor's property without compensation of any kind paid to Lessee, except as provided in Paragraph 12. Additionally, Lessee shall have the right to terminate this Lease on sixty (60) days' written notice by certified mail, or by personal delivery, to Lessor, if at any time its funding sources for its services become delayed, reduced, withdrawn, terminated, or are nonexistent; or, if for any reason, Lessee is no longer able to provide the services described in Paragraph 8. In the event of termination by Lessee, Lessee shall remove all of its equipment, materials, and other property by the end of the sixty (60) day period. However, any improvements made shall become and remain Lessor's property without compensation of any kind paid to Lessee, except as provided in Paragraph 12.

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

19. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the Lessor but Lessee may allow other entities or persons to use the premises for senior related services upon terms and

conditions acceptable to Lessee.

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

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

22. Consequential Damages. In no event shall Lessor be liable to Lessee for special, indirect, or consequential damages.

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

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

25. Indemnification by Lessee. Lessee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Lessor, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons, whether such person or persons be Lessee, its agents or employees, or any third-person, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with Lessee's, or Lessee's agents', employees' or guests' use of the premises except for any damage caused by Lessor, and except that Lessor shall be responsible for its employees, invitees, and guests while on the Leased Premises, and except to the extent arising from or caused by the sole or gross negligence or willful misconduct of Lessor, its agents or employees.

26. Indemnification by Lessor. Lessor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Lessee, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Lessor, its agents or employees, guests, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, Lessor's, or Lessor's agents', employees', or guests' use of the premises, and except to the extent arising from or caused by the sole or gross negligence or willful misconduct of Lessee, its agents or employees.

27. Lessee Insurance. Lessee shall secure and maintain at its own cost and expense,

throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of Lessor against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name Lessor as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>)

28. Lessor Insurance. Lessor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of Lessee against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement related to Lessor's and Lessee's employee, invitees, and agents use of or presence on the Premises. Such policies shall name Lessee as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>)

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

City of Neosho	Area Agency on Aging, Region X
ATTN: City Manager	531 E. 15 th St.
203 E. Main St.	Joplin, MO 64804
Neosho, MO 64850	

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

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

31. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

33. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

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

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

LESSOR

LESSEE

CITY OF NEOSHO, MISSOURI

AREA AGENCY ON AGING, REGION X

David Kennedy, City Manager

By:
Its:

ATTEST

ATTEST

Cheyenne Wright, City Clerk

By:
Its:

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2023-117: Surplus FD-PD-IT Equipment

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-117 Surplus FD-PD Equipment

PURPOSE:

To request Council's approval to surplus Fire, Police and IT Department equipment that is no longer needed.

BACKGROUND:

The list of property listed in Bill No. 2023-117 is property that is owned by Fire, Police and IT Department that is no longer needed.

RECOMMENDATION:

To authorize the surplus and removal of these items.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

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

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

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

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

Panasonic Toughbooks (Qty. 3) Fire Department
Serial Number
2FTYA76758
2FTYA77586
2FTYA72464

Mobile Computers

1	Panasonic Toughbook	2FTYA76599
1	Panasonic Toughbook	2FTYA72220
1	Panasonic Toughbook	2FYTA72507
1	Panasonic Toughbook	2FTYA76833
1	Panasonic Toughbook	2FTYA77562
1	Panasonic Toughbook	2FTYA76500
1	Panasonic Toughbook	2FTYA72329
1	Panasonic Toughbook	2FYTA77563
1	Panasonic Toughbook	2FYTA72298
1	Panasonic Toughbook	2CTYA59472
1	Panasonic Toughbook	2CTYA59795
1	Panasonic Toughbook	2CTYA59694
1	Panasonic Toughbook	2FTYA76669
1	Panasonic Toughbook	2CTYA58669
1	Panasonic Toughbook	2CTYA59694
1	Panasonic Toughbook	2FTYA76691
1	Panasonic Toughbook	2FTYA76541
1	Panasonic Toughbook	0CKYA27530

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1	Docking Station-Panasonic	CF-WEB-301M
1	Docking Station-Ledco	X14336
1	Docking Station-Ledco	X10147
1	Docking Station-Ledco	X10034

1	Docking Station- Ledco	X14357
	Docking Station-Gamber	
1	Johnson	R01113AAE031
	Docking Station-Gamber	
1	Johnson	R01113AAE023
	Docking Station-Gamber	
1	Johnson	K01413AAE002
	Docking Station-Gamber	
1	Johnson	K01413AAE003
	Docking Station-Gamber	
1	Johnson	K29510AZU031
	Docking Station-Gamber	
1	Johnson	K29510AZU030
	Docking Station-Gamber	
1	Johnson	K29510AZU029
	Docking Station-Gamber	
1	Johnson	K29510AZU034
	Docking Station-Gamber	
1	Johnson	K29510AZU032
	Docking Station-Gamber	
1	Johnson	K01413AAE008
15		

Mobile Printers

1	Zebra RW 420 mobile printer	AZRCC133174464
1	Zebra RW 420 mobile printer	AZRCC142317824
1	Zebra RW 420 mobile printer	AZRC08-15-5049
1	Zebra RW 420 mobile printer	AZRC08-15-5035
1	Zebra RW 420 mobile printer	AZRC08-15-5009
1	Zebra RW 420 mobile printer	AZRC08-15-5059
1	Zebra RW 420 mobile printer	AZRC08-15-5057
1	Zebra RW 420 mobile printer	AZRC08-15-5020
1	Zebra RW 420 mobile printer	XXRC07-43-5524
1	Zebra RW 420 mobile printer	XXRC07-39-5308
10		

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

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

CITY OF NEOSHO

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2023-118: Approve/Execute yearly Newton County Central Dispatch contract.

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-118 Newton County RE dispatch services 2023
 2. NCCDC Contract
-

PURPOSE:

Yearly contract between the City Of Neosho and the Newton County Central dispatch.

BACKGROUND:

The police, fire, and public works departments utilize the Newton County Central dispatch as our dispatch service. Currently, the contract is yearly. However, in the future they will be looking into an extended length contract. City Attorney Paul reviewed and approved the contract.

RECOMMENDATION:

Staff recommends the council approves the mayor to execute the contract.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the County of Newton, Missouri, for the purpose of providing dispatch services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the County of Newton, Missouri, for the purpose of providing dispatch services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

DISPATCH CONTRACT
COUNTY OF NEWTON
CITY OF NEOSHO

This agreement made and entered into this first day of January, 2023, by and between the County of Newton, State of Missouri, hereinafter referred to as "Newton County", and the City of Neosho, Missouri, a Municipal Corporation, hereinafter referred to as "Neosho".

WHEREAS, Newton County has available a twenty-four (24) hour dispatching service, and,

WHEREAS, Neosho has need of an available twenty-four (24) hour dispatching service, **NOW, THEREFORE**, be it agreed by and between the parties hereto as follows:

1. That Newton County hereby contracts with Neosho to provide twenty-four (24) hour dispatching service, subject to the covenants and conditions hereinafter set forth.

2. That Neosho hereby contracts with Newton County to provide the following at Neosho's expense:

A. A list of all Neosho business emergency telephone numbers as well as City telephone numbers. All telephone numbers shall be kept current.

B. The use of base stations and antenna system currently is use for Neosho Police and Fire, as long as Neosho participates in this agreement. (Neosho to retain full ownership to property and will provide maintenance required.)

3. That Newton County will provide the following services:

A. The answering of all police calls, fire department calls, and local government calls.

B. Dispatching all police calls, fire department calls, and local government calls.

C. Logging all calls into Newton County's in-house computer system

D. Twenty-four (24) hour access to MULES/NCIC.

4. That the term of this contract shall commence upon valid execution and continue until December 31, 2023. Renewal will be automatic unless canceled by either party.

5. That this contract may be canceled and terminated by either party by giving sixty (60) days written notice to the other or by the parties entering into another written agreement concerning the same.

6. Any notice provided for herein may be mailed to either party by ordinary mail or personally delivered to the County Commission of Newton County or the Mayor of Neosho.

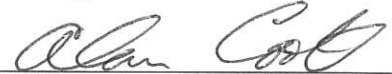
7. That this agreement shall not be assigned by either party without the express written consent of the other.

IN WITNESS WHEREOF, the parties have caused this Dispatch Services Contract to be executed by authority of the County Commission of Newton County, Missouri and the City Council of the City of Neosho.

COUNTY OF NEWTON



Presiding Commissioner



Commissioner, District I



Commissioner, District II

ATTEST:



COUNTY CLERK

CITY OF NEOSHO

Print Name _____

Title _____

ATTEST:

CITY CLERK

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2023-119: Contract with YMCA Youth Softball/Baseball Program.

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2023-119 YMCA Morse Park Baseball Program
 2. YMCA License Agreement Morse Park Baseball Fields
-

PURPOSE:

The purpose is to operate the youth softball and baseball program at Morse Park .

BACKGROUND:

NYSBA no longer wants to provide this service any longer. Our local YMCA has offered to take the youth softball and baseball program operations over.

RECOMMENDATION:

Our recommendation is to accept the contract with our local YMCA to operate the youth softball and baseball program at Morse Park.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of using a portion of the real property and improvements commonly known as Morse Park for youth baseball and softball leagues; 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 Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of using a portion of the real property and improvements commonly known as Morse Park for youth baseball and softball leagues, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“this Agreement”) is made and entered into this _____ day of _____, 2023 (“the Effective Date”), by and between the City of Neosho, Missouri (“City”), and Tri-State Family Young Men’s Christian Association, a Missouri Non-Profit Corporation (“Licensee”), and with City and Licensee being referred to collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as Morse Park, Neosho, Missouri, hereinafter referred to as “the Park”; and

WHEREAS, Licensee desires to access and use the baseball fields, softball fields, concession stands, and restrooms at the Park, hereinafter referred to as “the Baseball Fields,” for the purpose of operating youth baseball and softball leagues; and

WHEREAS, City agrees to allow Licensee to access and use the Baseball Fields at the Park for the purpose of operating youth baseball and softball leagues pursuant to the terms and conditions of this Agreement.

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

1. **Term.** The original term of this Agreement shall commence on the Effective Date, for a term of one (1) year. This Agreement shall automatically renew for successive terms of one (1) year.
2. **License.** City grants to Licensee a non-exclusive license to access and use the Baseball Fields at the Park for the purpose of operating youth baseball and softball leagues.
3. **License Fee.** Intentionally omitted.
4. **City’s Responsibilities.** During any league season, City agrees to:
 - a. Provide access to and use of the Baseball Fields, i.e. the baseball fields, softball fields, concession stands, and restrooms at the Park.
 - b. Provide water and electricity to the Baseball Fields.
 - c. At City’s discretion, mow the Baseball Fields.
 - d. Provide Licensee with use of a tractor for dragging and maintaining the baseball and softball fields. Any such user must be at least 21 years old and insured by Licensee as described in paragraph 18. Provide Licensee with use of a dry line marker and chalk.

e. Subject to City's approval and sole discretion, allow Licensee to advertise and obtain sponsorships for any youth baseball and softball leagues, including but not limited to displaying sponsorship signs on the baseball field and softball field fencing.

5. Licensee's Responsibilities. Licensee agrees to:

- a. Operate youth baseball and softball leagues.
- b. Maintain and prepare the baseball and softball fields for use, including but not limited to, watering the fields, dragging the fields, chalking the fields, and installing/removing bases, mounds, etc.
- c. Operate and maintain the concession stands, including any fixtures and appliances therein. The concession stands shall be cleaned after each use.
- d. Clean the restrooms daily when the Baseball Fields are in use and provide the restrooms with at least one case of toilet paper and one case of paper towels per week.
- e. Maintain and return all equipment in the condition received, excepting normal wear and tear.
- f. Collect all trash and empty trash cans as needed. Full trash bags are to be placed as directed by the Parks Director.
- g. Licensee acknowledges and agrees that it has an affirmative duty to inspect the Baseball Fields and any other City real or personal property used by Licensee. If Licensee becomes aware of any dangerous condition pertaining to said property, it shall immediately cease use of any such property and immediately notify City.

6. Micronesian Softball Tournament. Licensee acknowledges and agrees that the Micronesian community hosts an annual softball tournament during the first week of July and this Agreement will be subordinate to said tournament.

7. Fixtures and Alterations. City and Licensee agree that the property is licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the property without first obtaining City's consent in writing. If this Agreement is terminated, any improvements made by Licensee will become the property of Licensor, with no compensation of any kind owed to Licensee.

8. Damage or Destruction of the Property. In the event that the property is destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, as determined at City's sole discretion, then this Agreement shall be automatically terminated.

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

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

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

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

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

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

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

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

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

18. Insurance. Licensee shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of Licensor against all hazards or risks of loss as

hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name Licensor as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

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

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

Tri-State Family Young Men's Christian Association
Attn: CEO
4701 Chouteau St.
Neosho, MO 64850

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

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Right of Entry. City shall have the right to enter the Baseball Fields at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as City may deem desirable, and City shall have the right to enter the Baseball Fields to conduct inspections as deemed necessary by City.

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

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

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

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

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

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

CITY OF NEOSHO,
MISSOURI

TRI-STATE FAMILY YOUNG MEN’S
CHRISTIAN ASSOCIATION

Tyler DeWitt, Mayor

Benjamin Coffey, CEO

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Purchase Police Vehicle

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. City of Neosho 2023 Interceptor

PURPOSE:

Purchase Police Vehicle

BACKGROUND:

New police vehicles have been difficult to obtain, we were notified by Corwin Republic Ford they have 3 black 2023 Ford Police Interceptor vehicles on the lot for sale. The vehicle meets the department's current needs. They offered a trade-in value of \$3,500 for a 2013 Ford Interceptor. The total cost of the Interceptor would be \$40,025.00. The purchase was budgeted for.

RECOMMENDATION:

It is recommended the police department is allowed to move forward with the purchase of the Police Interceptor SUV from Corwid Republic Ford.



Purchaser CITY OF NEOSHO St. Address 203 E. MAIN
City NEOSHO State MO County NEWTON Zip 64850 Telephone _____
I hereby agree to purchase from you under the terms and conditions specified, the following: ☒ New ☐ Used Year 2023
Make FORD Body EXPRESS Model POLICE UTILITY INTERCEPTOR Color BLACK Upholstery Cloth/Vinyl
VIN 1FMSK8AB1P6A04330 Ign. Key No. _____ R. D. Key No. _____ Mileage _____

PURCHASER'S CERTIFICATION 1. I hereby certify that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE; AND 2. I have reviewed this order and fully understand that my new unit will be equipped only with the optional equipment specifically listed on the face of this order plus all standard equipment as designated by the manufacturer at time of delivery; AND TRANSIT DAMAGE 3. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby releases the Seller for any and all claims arising out of such transit and/or storage damage. KNOWN DEFECTS 4. All equipment (including tires) as appraised on my trade in will remain, and the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are: _____ _____ _____ IF NONE, SO STATE		TOTAL CASH DELIVERED PRICE <u>43525.00</u> ADMINISTRATIVE FEE ** <u>100.00</u> NET SELLING PRICE <u>43525.00</u> LESS TRADE-IN ALLOWANCE <u>3500.00</u> NET TRADE DIFFERENCE <u>40025.00</u> BALANCE OWED ON TRADE-IN ▲ _____ TOTAL _____ TOTAL CASH DUE ON SALE _____ BALANCE DUE <u>40025.00</u> ▲ BALANCE OWED TO _____ ADDRESS _____ CASH DEPOSIT WITH ORDER (REC'T NO.) _____ CASH TO BE PAID AT TIME OF DELIVERY _____ DESCRIPTION OF TRADE-IN: _____ MILEAGE <u>93411</u> VIN <u>1FMSK8AB1P6A04330</u> LIC. NO. _____ YEAR <u>2023</u> MAKE <u>FORD</u> MODEL <u>INTERCEPTOR</u> COLOR <u>BLACK</u> BODY <u>SUV</u> ACCEPTED DEALER _____ BY <u>[Signature]</u> E-MAIL _____ UNLESS THE MANUFACTURER OR THE DEALER HAS ISSUED SPECIFIC WARRANTY ON THIS VEHICLE SEE THE DISCLAIMER OF WARRANTY ON THE BACK OF THIS CONTRACT. (SEE SECTIONS 3,6,7 ON REVERSE). ** "AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW BUT MAY BE CHARGED BY A DEALER. THIS ADMINISTRATIVE FEE MAY RESULT IN A PROFIT TO DEALER. NO PORTION OF THIS ADMINISTRATIVE FEE IS FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOCUMENTS OR THE PROVIDING OF LEGAL ADVICE. THIS NOTICE IS REQUIRED BY LAW." MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE. Initials: _____ Date: _____
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5. THIS IS A CASH SALE.

6. NOTICE: IF YOU ARE BUYING A USED VEHICLE, SEE THE REVERSE SIDE UNDER "PROVISIONS APPLICABLE ON SALE OF A USED VEHICLE" BECAUSE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND CERTAIN STATEMENTS ARE MADE CONCERNING THE ODOMETER READING.

7. I certify that I am 18 years of age, or older, and that I have read the printed matter on the front and back hereof, and agree to it as a part of this order the same as if it were printed above my signature. I/we authorize you to check my/our credit and employment history and to provide and/or obtain information about credit experience with me/us.

"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

X _____

X _____

DR. LIC. NO. _____ STATE _____

8. ARBITRATION

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualifies to small claims court rather than arbitration.

b. A single arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who shall cooperate in good faith to select the arbitrator. The arbitration shall be conducted by, and under the then-applicable rules of, the American Arbitration Association. Any required hearing fees and costs shall be paid by the parties as required by the applicable rules, but the arbitrator shall have the power to apportion such costs as the arbitrator deems appropriate.

c. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

d. No claim, controversy or dispute may be joined in an arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of damages that is excluded under this Agreement.

X _____ Date: _____

X _____ Date: _____

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2023-120: Surplus Police Vehicle

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-120 Surplus Police Vehicle

PURPOSE:

Surplus police vehicle so it can be used as trade-in

BACKGROUND:

To trade in a 2013 Ford SUV Police Interceptor so it can be used as a trade-in on a new vehicle purchase. The vehicle currently has 93,581.

RECOMMENDATION:

Recommend council approve the surplus of this vehicle so it can be used as a trade-in on a new vehicle.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

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

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

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

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

2013 Ford Police Interceptor SUV. VIN: 1FM5K8AR7DGC07098 Miles: 93,581

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of March 2023, by a vote of _____.

CITY OF NEOSHO

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Bill No. 2023-121: MOU with the Neosho School District (PD)

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-121 Neosho School District RE SROs 2023
 2. NSD MOU
-

PURPOSE:

Memorandum of understanding with the Neosho School District Police Department

BACKGROUND:

The Neosho School District has requested we sign an MOU with them as they form their new police department. The MOU is required by Missouri State statute. Neosho City Attorney has drafted the attached MOU, and it has been approved and signed by the school district president.

RECOMMENDATION:

Staff recommends the council approve the Mayor to sign the attached MOU.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the Neosho School District, a political subdivision and public school district of the State of Missouri, for the purpose of providing law enforcement services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and the Neosho School District, a political subdivision and public school district of the State of Missouri, for the purpose of providing law enforcement services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this ____ day of _____, 2023 ("the Effective Date"), by and between the City of Neosho, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "City"), and the Neosho School District, a political subdivision and public school district of the State of Missouri (hereinafter referred to as "District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, the Neosho Police Department ("NPD") provides Law Enforcement services for City; and

WHEREAS, District has, pursuant to Sec. 162.215, RSMo., commissioned school officers as licensed peace officers; and

WHEREAS, Missouri law requires the parties to execute a Memorandum of Understanding because some of the locations at which District's officers may be required to perform their police functions are located within the jurisdiction of NPD; and

WHEREAS, the parties acknowledge and agree that this MOU is intended to facilitate a clear understanding for the handling of school-related incidents, and serve the purposes contemplated by Sec. 162.215, RSMo.

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

1. Law Enforcement in General. In accordance with Sec. 162.215, RSMo., District will authorize and commission School Resources Officers ("SROs") whose authority is limited to crimes occurring on District property, on District buses, and at District activities ("District Premises").

a. SROs shall be licensed peace officers, as defined in Sec. 590.010, RSMo. and shall comply with the provisions of Chapter 590, RSMo. The powers and duties of a peace officer shall continue throughout the SROs' tenure as a commissioned SRO. SROs may carry a firearm as part of normal duties while on District Premises.

b. Subject to paragraph 2 of this MOU, SROs shall have the authority to conduct any lawful stop on District Premises, and enforce any location violation that occurs on District Premises. SROs shall have the authority to stop, detain, and arrest for crimes committed on District Premises.

c. SROs shall abide by District's Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. SROs shall consult with and coordinate

activities through District's superintendent or the superintendent's designee.

d. The parties acknowledge and agree that this MOU does not grant an SRO statewide arrest authority

2. Special Cases Requiring NPD Support. NPD agrees to respond to, investigate, and otherwise handle all issues arising from the following types of cases on District Premises located within NPD jurisdiction:

a. Felonies involving the threat or use of force; and

b. Sex offenses.

3. Request for NPD Services. When any case involving one of the subject matters listed in Section 2 of this Agreement arises within NPD jurisdiction on District Premises, the SRO responding to the case shall secure the scene, ensure the safety of persons involved (call EMT if necessary, etc.), and immediately request NPD's assistance through the E 911 dispatch.

4. Exchange of Data. All information, data, and reports in the District's possession and necessary for the carrying out of the work, shall be furnished to the NPD without charge, and the parties shall cooperate with each other in every way possible in carrying out the work. Nothing in this MOU shall require District to disclose information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), or any other information in which the law recognizes a protection or privilege that may subject the District to liability for unauthorized disclosure.

5. Personnel. District represents that it will secure, at its own expense, all personnel required to perform the services called for under this contract by SROs. Such personnel shall not be employees of or have any contractual relationship with City. All of the Law Enforcement services required to be performed by District hereunder will be performed by SROs and all such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

6. Payment. No payment shall be exchanged for the services described in this Agreement.

7. Term. The term of this Agreement shall be from the Effective Date to December 31, 2023. Thereafter the Agreement shall renew annually, unless either party terminates the Agreement pursuant to Section 8.

8. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by City under this contract shall at the option of City become District's property.

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

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

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

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

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

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

15. **Indemnification.** To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless City, its Council, officers, representatives, agents, and employees, from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by District, or claims relating thereto. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City.

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

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

Neosho School District
ATTN: Superintendent
418 Fairground Rd.
Neosho, MO 64850

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

17. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF NEOSHO, MISSOURI

Tyler DeWitt, Mayor

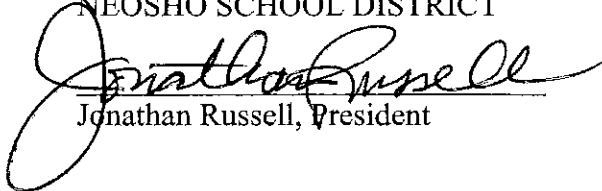
ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

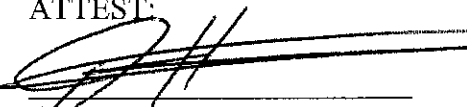
Jordan L. Paul, City Attorney

NEOSHO SCHOOL DISTRICT



Jonathan Russell, President

ATTEST:



Secretary

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Resolution Bill No. 2023-01: Gateway Intersection Agreement

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Resolution No. 2023-01 MoDOT deed RE 86 Gateway intersection
 2. Final Certification Letter
 3. General Warranty Deed
 4. MODOT INSPECTION CHECKLIST
 5. Neosho to Modot RW
 6. ROW.Mark Cupps
-

PURPOSE:

To sign over right of way and the traffic signal to MoDot.

BACKGROUND:

This project was completed with TIF funds to place a traffic signal at 86 & Gateway with the understanding Modot will accept the maintenance and right of way needed for the placement. This will finalize the agreement with the City of Neosho and Modot to release the intersection to them.

RECOMMENDATION:

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

RESOLUTION NO. 2023-01 for RESOLUTION NO. 241-2023

A RESOLUTION authorizing the City of Neosho, Missouri, to convey certain property rights to the Missouri Highways and Transportation Commission, a political subdivision of the State of Missouri, related to the construction of intersection improvements at Gateway Drive and Highway 86 in Neosho, Missouri.

WHEREAS, the City of Neosho, Missouri (“City”), and the Missouri Highways and Transportation Commission (“MoDOT”) entered into a Cost Share Agreement (“the Agreement”) related to the construction of intersection improvements at Gateway Drive and Highway 86 (“the Project”); and

WHEREAS, the Agreement contemplates the conveyance of certain property rights acquired by the City to MoDOT related to the Project; and

WHEREAS, the City desires to convey, and MoDOT wishes to receive, said property rights at this time.

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

Section 1. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute the conveyance of certain property rights to the Missouri Highways and Transportation Commission, a political subdivision of the State of Missouri, related to the construction of intersection improvements at Gateway Drive and Highway 86 in Neosho, Missouri, a true and accurate copy of said conveyance being attached hereto and incorporated as Exhibit “A.”

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



City of Neosho

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

March 7, 2023

Mr. Marvin Morris, P.E.
Missouri Department of Transportation
3025 East Kearney
Springfield, MO 65803

RE: **Highway 86 and Gateway Intersection Improvements
Neosho, MO**

Dear: Mr. Morris:

A semi-final inspection was conducted by MoDOT on July 7, 2022. Following that inspection, the City of Neosho addressed the items identified on the attached "MODOT SIGNAL INSPECTION CHECKLIST", and hereby report that the project is final and complete.

At this time, the City of Neosho is requesting a transfer of ownership and maintenance of the referenced intersection including all of the improvements to the Missouri Department of Transportation.

If you have any questions or need any additional information, please feel free to contact myself at 417-451-8050 or our engineer, Michael Atkinson, P.E. at 417-680-7352.

Sincerely,
CITY OF NEOSHO

David Kennedy
City Manager

CCO FORM: RW03
Approved: 12/92 (TLP)
Revised: 06/21 (BDG)
Modified:

COUNTY: NEWTON
ROUTE: MO 86
PROJECT: N/A
FED. PROJECT: N/A
PARCEL: TRACT 1

GENERAL WARRANTY DEED

(1) PARTIES: THIS AGREEMENT, made this ____ day of _____, 20____, by and between CITY OF NEOSHO, MISSOURI, (hereinafter, "Grantor"), of the County of Newton, and State of Missouri, and the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (hereinafter, "Grantee").

GRANTORS' ADDRESS: 203 EAST MAIN, NEOSHO, MO 64850

GRANTEE'S ADDRESS: P.O. BOX 270 JEFFERSON CITY, MO 65102

(2) CONSIDERATION: Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to be paid by the Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell, convey and confirm to the Grantee fee simple title in the property described in this deed.

(3) PROPERTY DESCRIPTION: Grantor conveys to the Grantee the real estate and interests in real estate in the County of Newton, State of Missouri, and described as follows:

A tract of land in the NE-1/4 of the NE-1/4 of Section 22, Township 25 North, Range 32 West of the 5th Principal Base and Meridian in Newton County, Missouri, being more fully described as follows:

Commencing at the Northeast Corner of said Section 22;
thence N 89°09'24"W along the North line thereof, 786.80 feet;
thence S 00°50'36"W, 60.00 feet to a point on the South right-of-way line of Highway 86
(Business Route 71), the Point Of Beginning;
thence N 89°09'24"W along said right-of-way, 270.00 feet;
thence S 43°27'27"E, 121.70 feet;
thence S 00°50'36"W, 45.00 feet;
thence S 89°09'24"E, 100.50 feet;
thence N 00°50'36"E, 45.00 feet;
thence N 44°58'31"E, 121.35 feet to the Point Of Beginning.
Containing 0.47 acre (20,658 square feet), more or less.
Basis Of Bearings: North line of Section 22 at a bearing of N 89°09'24"W per MoDOT
Highway Plans.

Basis of Bearings: Missouri State Plane Coordinate System, West Zone.
Description written by Allgeier, Martin and Associates agent Monnie Sears, LS-2422.

This conveyance includes all the realty and realty rights described in the preceding paragraphs that lie within the limits of a tract of land described and recorded with the Newton County Recorder of Deeds in Book 370 at Page 9241.

IN TESTIMONY WHEREOF, I, Monnie Sears, a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.



(4) RIGHTS OF GRANTEE: Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to Grantor, their successors and assigns forever.

(5) WARRANTY: Grantor hereby covenants that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantor covenants that he has good right to convey the property. Grantor covenants that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims; and that he will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

(6) DATE: IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

CITY OF NEOSHO, MISSOURI

Tyler DeWitt, Mayor

Date

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me appeared Tyler DeWitt, Mayor of Neosho, Missouri, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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: _____

7-20-22

MODOT SIGNAL INSPECTION CHECKLIST

Permit # / Project: 175 @ 86 neoshoSite Inspector: Wendell R / Michael M

CHECK CABINET FOR THE FOLLOWING:		YES	NO
CC-1	Concrete pad around controller as per Std Dwg 902.10Q and cabinet not buried with sloppy grading	X	
CC-2	Concrete bases finished and all forms removed	X	
CC-3	Caulking around cabinet, no concrete splatters on cabinet	X	
CC-4	Cabinet installed so that front door provides best view of intersection	X	
CC-5	Cabinet doors open easily	X	
CC-6	Cabinet interior lights and fan operational	X	
CC-7	Excessive scraps of wiring and signal items removed	X	
CC-8	Conduit openings sealed with perm-a-gum	X	
CC-9	Conduit properly stubbed above cabinet floor to prevent back-drainage	X	
CC-10	Wires/cables labeled with metal tags attached with copper wire		X
CC-11	Ground wire included with all non-metallic conduits including service	X	
CC-12	Ground rod inside controller with proper connection to all ground wires (2 rods for double cabinets)	X	
CC-13	No splices of signal wires, all are to be continuously run	X	
CC-14	Proper slack and neatness of wiring in cabinet	X	
CC-15	Fiber jumpers (orange or yellow if used) not pinched or tightly coiled	X	X
CC-16	All required fiber equipment present	X	X
CC-17	Detector card labels for identifying detector cards (if used) in place below detector card rack	X	
CC-18	Controllers anchored with adequate nuts and washers (Galvanized or Stainless Steel)	X	
CC-19	Cabinet components working and neatly placed on adjustable shelving, not stacked on each other	X	
CC-20	Cabinet door vent filters installed and clean	X	
CC-21	Controller and Equipment manuals supplied, complete	X	

marked with Tape

CHECK POWER SUPPLY SIGNAL SERVICE FOR THE FOLLOWING:		YES	NO
PS-1	Location is accessible, practical and no threat of flooding	X	
PS-2	Proper type and proper meter box (aluminum and NEMA 3R or 4)	X	
PS-3	Service grounded properly	X	
PS-4	Lightning arrestor in place	X	
PS-5	Conduit installed properly, clamps installed at required spacing from enclosures	X	
PS-6	Old power supply removed, if applicable	X	

MODOT SIGNAL INSPECTION CHECKLIST

CHECK TRENCHING AND BACKFILLING FOR THE FOLLOWING:		YES	NO
TB-1	Burial tape is used (unknown)		
TB-2	Proper fall and depth of conduit (unknown)		
TB-3	Conduit is proper size with correct size and number of wire	X	
CHECK PULLBOXES FOR THE FOLLOWING:		YES	NO
PB-1	Boxes proper size and type	X	
PB-2	Spaced properly as per plan sheets	X	
PB-3	Only concrete pull boxes in travel way, auxiliary lanes and shoulders All steel LIDS		
PB-4	Proper excavation depth	X	
PB-5	Rock drain field installed beneath box as per Std. Dwg 902.20D	X	
PB-6	Proper coil amount/bending radius (metal wire-6' slack, fiber-10' coiled-mid-block & 100'-boxes next to cabinet)	X	
PB-7	Ground bonding conductors - ground rods and clamps installed (unknown) Already Buried		
PB-8	Holes for conduit cut properly	X	
PB-9	Installation of conduit sealed at pull box	X	
PB-10	Cable hooks installed according to standards	X	
PB-11	Cables and wires labeled with metal tags (Tape) in cabinet no tags in pull box	X	
PB-12	Proper backfill	X	
PB-13	Concrete apron with no concrete on lids or bolts	X	
PB-14	Lid embossed with "State Signals" and secured with stainless steel or brass penta head bolts	X	
PB-15	No Underground Transitions from HDPE to PVC without Mechanical Connection unknown		

Would like to see tags in each Pull Box

CHECK SIGNAL ARM & UPRIGHTS FOR THE FOLLOWING:		YES	NO
SP-1	Signal/Walk heads at correct height and aligned with traffic lanes NO PEDS		
SP-2	Cover all signal indications not in use upon installation	X	
SP-3	Optically limiting signal heads are masked N/A		X
SP-4	All indications are LED	X	
SP-5	Street names appropriately labeled and located 1 foot from signal pole or not hidden from view	X	
SP-6	Signal head signing matches street striping and lane use	X	
SP-7	Ped push buttons place a call, and are ADA wheelchair accessible and proper height N/A		
SP-8	Pedestrian informational signs installed with push buttons, arrow identify proper button/crosswalk N/A		
SP-9	Cover plates on top of upright & mast arm ends (not taped on)	X	
SP-10	Check standard 1-1/2" pipe bracket. Don't extend over 3" beyond slip fitting	X	
SP-11	Grounding wire #6 AWG installed to each signal/lighting post grounding system with connections made back to controller cabinet ground rod	X	

MODOT SIGNAL INSPECTION CHECKLIST

SP-12	Setscrews in place and tight for signal hardware and at mast arm couplings	X	
SP-13	Upright hand-hole cover is in place	X	
SP-14	Nut covers installed on all mast base plates	X	
SP-15	Grout between post base plate and post base. Including weep hole as per Std Dwg 902.40N	X	
SP-16	Concrete bases adequately finished and all forms removed	X	
SP-17	No splattered concrete on existing signing or posts	X	

N/A Click 650 No Loops

CHECK INDUCTION LOOP DETECTORS FOR THE FOLLOWING:		YES	NO
LD-1	Separate lead-in slot for each loop		X
LD-2	Separate lead-in cable for each loop		X
LD-3	Loop detector conductor wire is type XHHW insulation in-duct		X
LD-4	Slots are cut at proper depth		X
LD-5	Proper loop wire installation (leads require 3 turns per foot)		X
LD-6	Proper sealant(see A.P.L.) proper coverage		X
LD-7	Loop wire lead-in splice properly soldered and encapsulated with corrosion inhibitor		X
LD-8	No-splicing from pull box to controller or from loop to pull box		X
LD-9	Proper connection in controller		X
LD-10	Minimum megohms resistance (manufacturer recommendation) to ground reading at the controller cabinet prior to seal of slot		r
LD-11	Loop wires tagged with metal tags		X

Wave to mix

CHECK VIDEO DETECTION FOR THE FOLLOWING:		YES	NO
VD-1	Location and mounting according to plans (camera posts to be plumb, not leaning)		↓
VD-2	Exposed cables form "drip loops" to prevent moisture running into arms		
VD-3	Installation to particular video detection's manufacturer's specifications		↓
VD-4	Power to cameras (if needed) is run from a separate outlet or power strip NOT mounted to door		
VD-5	Color monitor and all camera views are color		
VD-6	Cameras zoomed tight around desired detector zones with no horizon in background or images skewed		
VD-8	All cameras viewable without swaping cables to the monitor		
VD-9	Video detection system is placing calls to the right phases once configured		↓
VD-10	A trackball (not standard mouse) installed and tested to navigate video detection processor on-screen menus		↓
VD-11	Camera EMI / surge unit installed and cables attached to correct sides		
VD-12	Camera cables tagged with metal tags		
VD-13	Operational/maintenance manuals provided, system documentation		

MODOT SIGNAL INSPECTION CHECKLIST

No Fiber

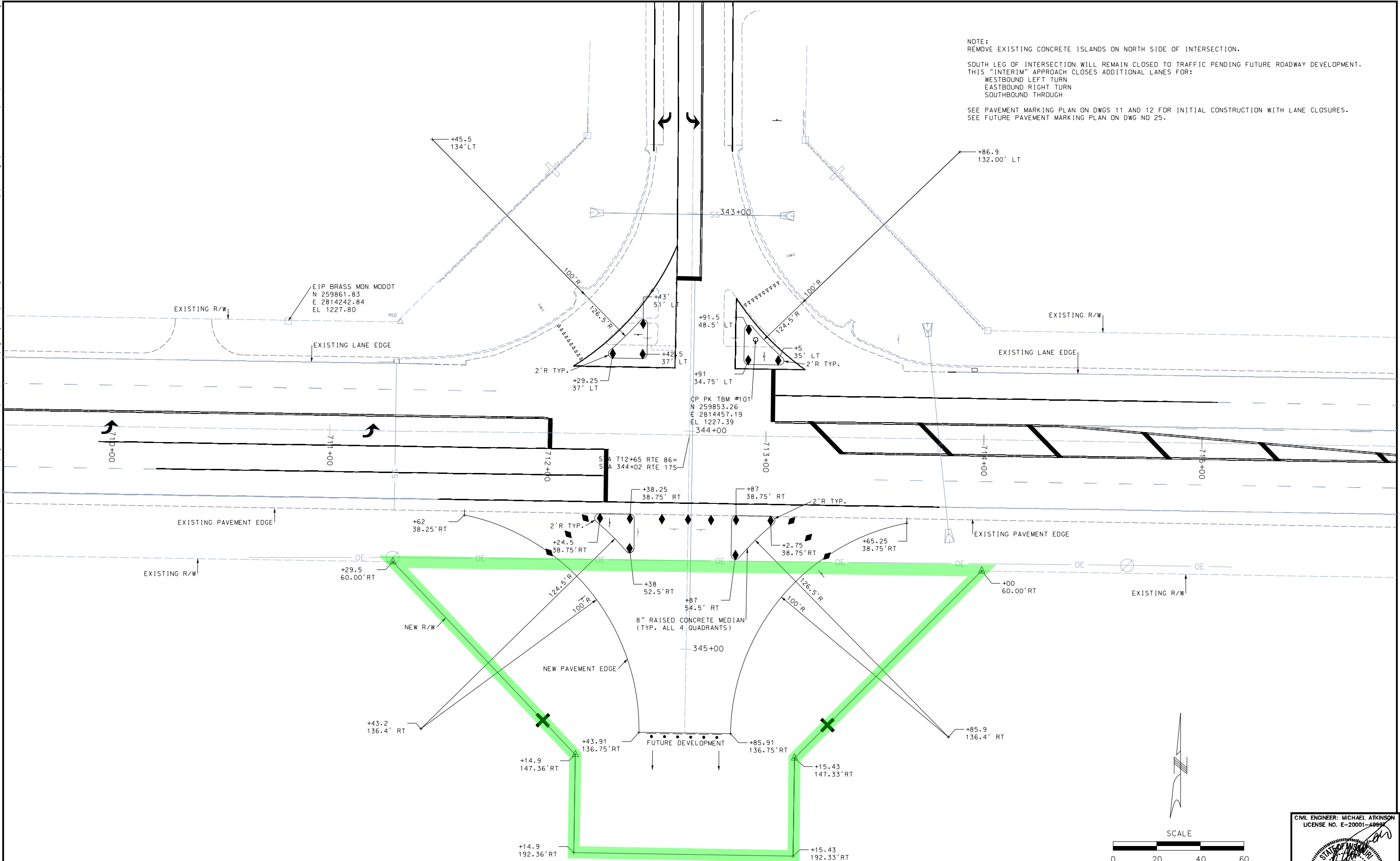
CHECK FIBER OPTICS FOR THE FOLLOWING:		YES	NO
FO-1	Fiber optic cable must NEVER be pinched, bent or tightly coiled		
FO-2	Fiber distribution unit secured to cabinet		
FP-3	Proper numbers of fiber strands in fiber distribution unit are terminated to plugs and are ready to use		
FO-4	Unused plugs and jumper ends capped		
FO-5	Fiber distribution unit labeled for color of cables and strands and direction of cable		
FO-6	Proper fiber jumpers used (orange=multi-mode; yellow=single mode, CANNOT interchange these!)		
FO-7	Fiber jumpers not pinched or tightly coiled		
FO-8	Fiber communication working (flashing green lights where jumpers are connected to signal controller)		
FO-9	Need #14 trace wire in all conduits		
FO-10	Cable Specification from manufacturer provided to Maintenance Personnel		
FO-11	Testing completed and documented--Copies given to Maintenance Personnel		

ALL APPLICABLE ITEMS ON APPROVED PRODUCTS LIST (APL)

http://www.modot.mo.gov/business/contractor_resources/documents/APL-Internet.pdf

*** REFER TO THE STANDARD SPECS AND DRAWINGS FOR SPECIFIC DETAILS THAT APPLY TO EACH APPLICATION ***
SECTIONS 707, 901, 902, 1060, 1061, 1062, 1091, 1092

Z:\Neosho MO\City of Neosho\Transportation\Highway 86 (Gateway and Access Road 2020)\Drawings\INTERSECTION\DNV15 INTERSECTION PLAN.dgn



NOTE:
REMOVE EXISTING CONCRETE ISLANDS ON NORTH SIDE OF INTERSECTION.
SOUTH LEG OF INTERSECTION WILL REMAIN CLOSED TO TRAFFIC PENDING FUTURE ROADWAY DEVELOPMENT.
THIS "INTERIM" APPROACH CLOSURES ADDITIONAL LANES FOR:
WESTBOUND LEFT TURN
EASTBOUND RIGHT TURN
SOUTHBOUND THROUGH
SEE PAVEMENT MARKING PLAN ON DWGS 11 AND 12 FOR INITIAL CONSTRUCTION WITH LANE CLOSURES.
SEE FUTURE PAVEMENT MARKING PLAN ON DWG NO 25.



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE
AND IS THE PROPERTY OF ALLGEIER, MARTIN
AND ASSOCIATES, INC. THE DOCUMENT SHALL
NOT BE USED ON THE OF OTHER PROJECTS
WITHOUT THE WRITTEN CONSENT OF
ALLGEIER, MARTIN AND ASSOCIATES, INC.
CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE	REVISION

DWN. BY: CSJ
CKD. BY: MRA
APPD. BY: MRA
DATE: 7/28/2021

INTERSECTION PLAN
HIGHWAY 86 & GATEWAY DRIVE (RTE 175) SIGNALIZED INTERSECTION
CITY OF NEOSHO

DWG. NO.
5

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-20001-49997

Page 133 of 158



Recording Date/Time: 10/15/2021 at 09:03:32 AM

Book: 370 Page: 9241

Instr #: 202109334

Type: ROW

Pages: 4

Fee: \$33.00 S 20210007620



Jennifer A. Childers
Recorder of Deeds

City of Neosho

33-

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TITLE OF DOCUMENT: ROAD RIGHT-OF-WAY EASEMENT BY AND BETWEEN SKIPMARK, LLC AND THE CITY OF NEOSHO FOR 175 / 86 INTERSECTION, CITY OF NEOSHO.

Date of Document: September 21, 2021

Grantor(s): Skipmark, LLC

Grantee(s): City of Neosho, Missouri

Grantee(s) Mailing Address: 203 E. Main Street, Neosho, MO 64850

Legal Description: Legal description is found on Page 2.

Reference Book and Page(s): N/A

Return to City Clerk, 203 E. Main, Neosho, MO 64850

ROAD RIGHT-OF-WAY EASEMENT FOR STREET PURPOSES

THIS INDENTURE, Made and entered into this 14th day of October, 2021 by and between Skipmark, LLC, Party of the First Part, grantor(s), and, The City of Neosho, Missouri, Party of the Second Part, grantee(s). Grantee's mailing address is 203 E. Main Street, Neosho, MO 64850.

WITNESSETH, that the Party of the First Part, for and in consideration of the sum of \$1.00 and other consideration to it in hand paid, receipt of which is hereby acknowledge, does, by these presents, grant, bargain, sell, convey, and confirm to the said Party of the Second Part, and its successors and assigns, an easement and right-of-way in Newton County, Missouri, to wit.

RIGHT-OF-WAY DESCRIPTION

175 / 86 Intersection

A tract of land in the NE-1/4 of the NE-1/4 of Section 22, Township 25 North, Range 32 West of the 5th Principal Base and Meridian in Newton County, Missouri, being more fully described as follows:

Commencing at the Northeast Corner of said Section 22;
thence N 89°09'24"W along the North line thereof, 786.80 feet;
thence S 00°50'36"W, 60.00 feet to a point on the South right-of-way line of Highway 86 (Business Route 71), the Point Of Beginning;
thence N 89°09'24"W along said right-of-way, 270.00 feet;
thence S 43°27'27"E, 121.70 feet;
thence S 00°50'36"W, 45.00 feet;
thence S 89°09'24"E, 100.50 feet;
thence N 00°50'36"E, 45.00 feet;
thence N 44°58'31"E, 121.35 feet to the Point Of Beginning.
Containing 0.47 acre (20,658 square feet), more or less.
Basis Of Bearings: North line of Section 22 at a bearing of N 89°09'24"W per MoDOT Highway Plans.
Description written by Allgeier, Martin and Associates agent Monnie Sears, LS-2422.

Said agreement and right-of-way shall be a perpetual right to enter into and upon said property, and to construct, install, operate, maintain, repair, replace, rebuild, remove, and patrol on, over, and under said land, a roadway or street, and utilities, including all appurtenances thereto.

Subject to Easements, Restrictions, and Reservations of Record, if any.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Mark Cupps
Mark Cupps, Member

STATE OF MISSOURI

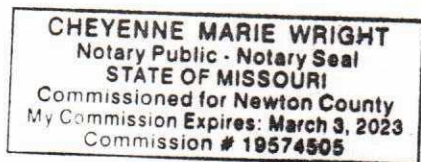
COUNTY OF NEWTON

On this 14th day of October, 2021, before me, a Notary Public, in and for the County of NEWTON, in the State of MISSOURI, appeared Mark Cupps and that they are to me known to be the person(s) described in and who executed the foregoing instrument.

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

My Term Expires: 3/3/2023

Cheyenne Marie Wright
Notary Public



REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Approval for Purchase of GMC Sierra (D&M-PW Dept.)

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. GMC Sierra 1 ton truck

PURPOSE:

To seek the Council's approval to purchase a 2022 GMC Crew Cab 1 ton for the D&M Dept.

BACKGROUND:

This budgeted item is for the replacement of a Distribution Maintenance Crew's service truck. Three months ago, our current service truck blew up an engine. Since then, we have been shuffling trucks between departments. Originally, we had a Ford chassis on order but did not expect the truck till late summer 2023.

Griffith in Neosho just recently received a 2022 GMC Sierra 3500 Crew Cab for a price of \$50,420.00. Our original price for the Ford we ordered on the state bid is \$52,548.00.

RECOMMENDATION:

Staff recommends council approve the purchase from Griffith Motors for \$50,420.00



Date: 3/3/2023
Salesperson: Joe Yakopec
Manager: Joe Yakopec
Customer ID #: 105582NEOCIT

FOR INTERNAL USE ONLY

CUSTOMER CITY OF NEOSHO Home Phone: _____
203 E MAIN ST
Address : NEOSHO, MO 64850 Work Phone : _____
NEWTON
E-Mail : mwatts@neoshomo.org Cell Phone : (417) 592-2371

VEHICLE
Stock # : 52039 New / Used : New VIN : 1GD49SEYXNF233210 Mileage: _____
Vehicle : 2022 GMC Sierra 3500HD Chassis Color : Summit White
Type : Pro 4x4 Crew Cab 176.8 in. WB DRW

Market Value Selling Price	50,295.00
Doc Fee	125.00
Cash Deposit	.00
Balance	50,420.00

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: DED Right of Way Easement

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Drainage Easement
 2. EXHIBIT
 3. Operating Agreement
-

PURPOSE:

To obtain right of way from DJM Associates, for the Stratford and Freeman Road drainage project.

BACKGROUND:

The City of Neosho, in cooperation with DED, are working on drainage issues in the Freeman and Statford Road area. It was determined that additional right of way was needed from DJM Associates at 711 East McKinney Street for the project. I met with the owner, and obtained the right of way needed for the project. This will be deeded to the City of Neosho and turned over to MoDot once the project is completed.

RECOMMENDATION:

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

DRAINAGE EASEMENT

THIS INDENTURE, made the _____ day of _____, 2023, by and between **DJM ASSOCIATES, L.L.C.**, a Missouri Limited Liability Company, party(ies) of the first part (GRANTOR), and *City of Neosho, a Municipal Corporation*, of the County of Newton, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 203 E. Main Street Neosho, MO 64850

WITNESSETH: that the said party(ies) of the first part, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations now paid the said party(ies) of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the party(ies) of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a reinforced concrete culvert, ditch grading, rock blanket, and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said culvert upon and along the property hereinafter described.

The lands of said party(ies) of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a reinforced concrete culvert, ditch grading, rock blanket, and other appurtenances are located and situated in the County of Newton, State of Missouri, and described as follows, to wit:

PERMANENT EASEMENT:

A Tract of Land being part of Lot 14 in Thomas's Sub-Division, all in the Northeast Quarter of Section 30 Township 25 North Range 31 West to the City of Neosho, Newton County, Missouri. Being described more fully as follows:

Beginning at the Southeast Corner of said Lot 14;
Thence N58°43'05"W a distance of 11.48 feet along the South Line of said Lot 14;
Thence N01°52'38"E leaving said South Line a distance of 25.01 feet;
Thence N58°43'05"W a distance of 42.47 feet;
Thence N00°00'00"W a distance of 35.00 feet;
Thence S64°15'51"E a distance of 52.65 feet to the East Line of said Lot 14;
Thence S01°52'38"W a distance of 65.18 feet along said East Line to the Point of Beginning.

Containing 0.05 Acres (2024 Square Feet) more or less.

Party of the second part hereby covenants and agrees to reestablish vegetation and refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the storm sewer system herein constructed.

TEMPORARY EASEMENT:

A Tract of Land being part of Lot 14 in Thomas's Sub-Division, all in the Northeast Quarter of Section 30 Township 25 North Range 31 West to the City of Neosho, Newton County, Missouri. Being described more fully as follows:

Commencing at the Southeast Corner of said Lot 14;
Thence N58°43'05"W a distance of 11.48 feet along the South Line of said Lot 14 to the Point of Beginning;

Thence N58°43'05"W a distance of 11.48 along said South Line;
Thence N01°52'38"E leaving said South Line a distance of 25.01 feet;
Thence S58°43'05"E a distance of 11.48 feet;
Thence S01°52'38"W a distance of 25.01 feet to the Point of Beginning.

Containing 0.01 Acres (250 Square Feet) more or less.

TO TEMPORARILY HAVE AND TO HOLD unto the said Party of the Second Part, and its successors and temporarily assigns, for the purposes of constructing thereon a drainage ditch including all the appurtenances, and privileges thereunto belonging. The Party of the First Part covenants and agrees that it is owner in fee of the above described premises; that it has a good right to convey the same, and that it will warrant and defend the title thereto against the claims and demands of all persons whomsoever.

After the installation of the box culvert and rock blanket, including final grading operations and its acceptance by the City, the TEMPORARY EASEMENT rights in above described tract shall cease and be no longer in effect.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this _____ day of February, 2023.

RONNIE MCCLEARY
Member/Manager
DJM Associates, L.L.C.

ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss
COUNTY OF NEWTON)

On this _____ day of February, 2023, before me appeared RONNIE MCCLEARY, personally known to me, who being duly sworn, did say that he is a Member/Manager of DJM Associates, L.L.C. with authority to bind said limited liability company and that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its membership, and that he acknowledged said instrument to be the free act and deed of said limited liability company and that it is executed for the consideration stated therein and no other.

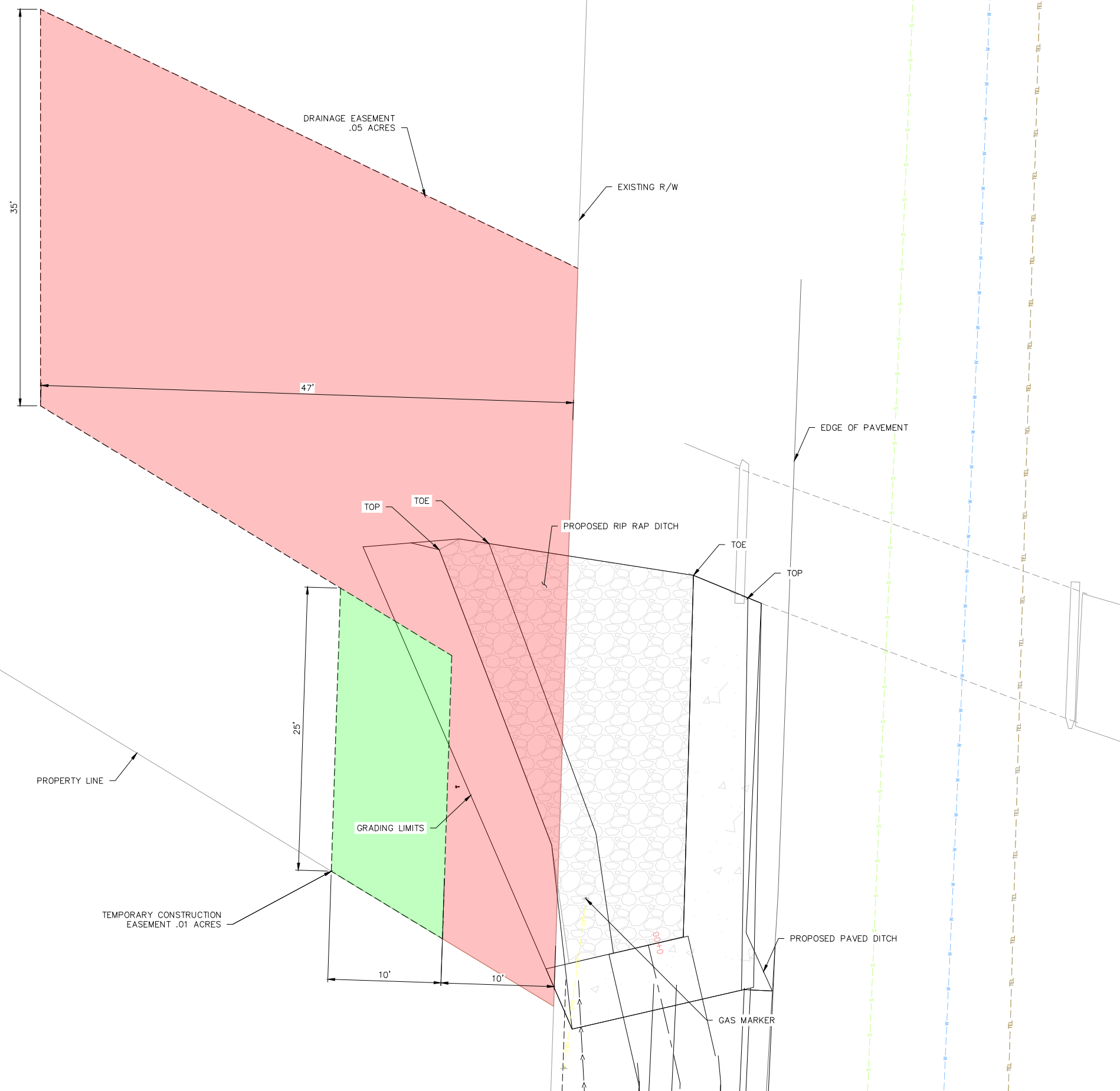
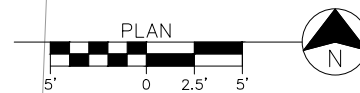
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

Notary Public

My Commission Expires: _____

Note to Recorder of Deeds

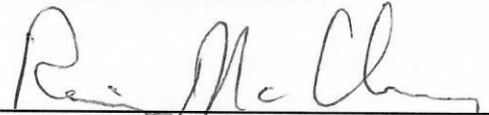
Please mail recorded document to City of Neosho – 203 E. Main Street – Neosho, MO 64850



any agreement between the Company and the Member with respect to any capital contribution or otherwise.

IN WITNESS WHEREOF, this Agreement is executed, adopted, and declared effective as of the date first above written.

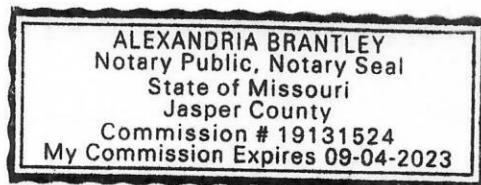
MEMBER/MANAGER

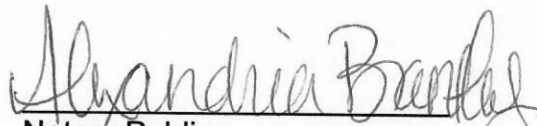

Ronnie McCleary

STATE OF MISSOURI)
) ss
COUNTY OF NEWTON)

On this 23rd day of December, 2019, before me personally appeared Ronnie McCleary of lawful age, and being duly sworn, on their oath states that they executed the above and that the facts stated therein are true according to the best of their knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Neosho, Missouri, the day and year first above written.




Notary Public

My commission expires: 9/4/2023

REQUESTED COUNCIL MEETING DATE: March 7, 2023**ITEM:** Letter of Support for Liberty Utilities

ORIGINATING DEPARTMENT: City Clerk**ATTACHMENT:**

1. Infrastructure Investments and Jobs Act 2021.Liberty Support Letter
 2. Most Vulnerable REinforcement Feeder Project.Liberty Support Letter
-

PURPOSE:

To approve a letter of support for an upcoming grant for Liberty Utilities.

BACKGROUND:

Liberty Utility company will be applying for two projects, Distribution Automation and Most Vulnerable Feeder Reinforcement. Both would have immense benefits for our communities! Before I outline these benefits, it is important to note that each of these are projects that will be slated to be completed over the next 20 years and securing these grants would allow them to be completed within a 5 year time-frame and provide 50% of the funds to complete them.

Distribution Automation – This project proposes to install 400 auto reclosers that would be capable of automatically restoring power for a wide variety of outages without the need to roll a crew.

Benefits include:

- Increased reliability
- An average reduction of 50% in outage frequency and duration
- Economic benefits to customers due to outage cost avoidance
- Ability to complete planned work at 50% of the cost with grant approval
- Increased economic activity during the program’s installation timeline

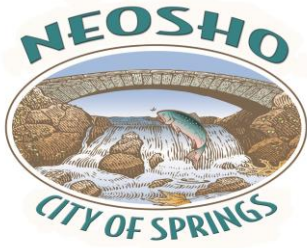
Most Vulnerable Feeders – This project will target distant parts of our system, including areas that are currently the last to see outage restoration. This project proposes to look at reliability “outside in” and reinforce these areas at the grid’s edge, improving reliability and weather resilience by modernizing equipment. This project would situate our company to propose a unique and innovative data science component that we believe has the potential to engage local students through a work-study program and even hire local students to collect the necessary data.

Benefits include:

- Increased reliability
- Increased resiliency during weather events
- Engage local students with hands-on learning training and potential employment
- Create additional employment
- Improved public safety during outage response

RECOMMENDATION:

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



City of Neosho

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

March 6, 2023

United States Department of Energy, Grid Deployment Office

Re: 2021 Infrastructure Investments and Jobs Act

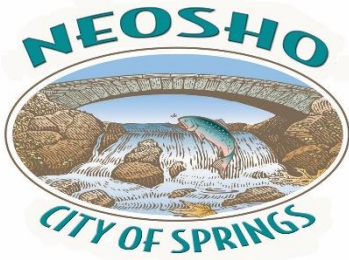
The City of Neosho would like to ask your consideration in accepting this letter of support to the Empire District Electric Company – Liberty for their application for 2021 Infrastructure Investments and Job Act grant.

The City of Neosho is a town in Southwest Missouri that is served electric by Liberty and consists roughly of around 12,000 citizens and 2,100 commercial businesses and industries. Interruptions in power supply have a great impact on the city, its residents and businesses. The value for quicker restoration during outage and less outages altogether.

Our mission statement for the City of Neosho is *'Providing our citizens with a safe, peaceful, thriving environment while blending our historic past into a brighter future.'* We are proud to support the efforts of Empire-Liberty which will only help us to continue to live out our mission. We are committed to exploring any possible avenue for partnership and support that may be feasible and acceptable under the grant rules.

Sincerely,

Tyler DeWitt
City of Neosho, MO



City of Neosho

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

March 6, 2023

United States Department of Energy, Grid Deployment Office

Re: Most Vulnerable Feeder Reinforcement Project

The City of Neosho would like to ask your consideration in accepting this letter of support to the Empire District Electric Company – Liberty for their application for the Most Vulnerable Feeder Reinforcement Project.

The City of Neosho is a town in Southwest Missouri that is served electric by Liberty and consists of 12,157 citizens (according to the 2021 U.S. Census) and 2,100 commercial businesses and industries. Interruptions in power supply have a great impact on the city, its residents and businesses, and we understand that our community falls within the Department's List of Vulnerable Communities. We know that we will also stand to benefit economically, socially, and in other ways from this focused, multi-year effort and the value for quicker restoration during outage and less outages altogether.

Our mission statement for the City of Neosho is *'Providing our citizens with a safe, peaceful, thriving environment while blending our historic past into a brighter future.'* We are proud to support the efforts of Empire-Liberty which will only help us to continue to live out our mission. We are committed to exploring any possible avenue for partnership and support that may be feasible and acceptable under the grant rules.

Sincerely,

Tyler DeWitt
City of Neosho, MO

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: Area Agency of Aging (AAA) Facility Donation Letter

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Area Agency of Aging Building Donation

PURPOSE:

To provide a letter of confirmation of public support for the Area Agency on Aging (AAA)

BACKGROUND:

Each year the State of Missouri requires AAA to provide proof of public match to continue to fund their programs. The rental to be paid by AAA to the City for the usage of the premises is \$1.00 per year. The Senior Center is approximately 10,772 square feet.

RECOMMENDATION:

Staff recommends to City Council to approve the letter of community support through use of the Senior Center, and approve the Mayor to execute.

Area Agency on Aging

P.O. Box 3990, 64803 • 531 E. 15th • Joplin, MO 64804
417.781.7562 • Fax 417.781.1609

March 01, 2023

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

Dear Mr Kennedy:

The Area Agency on Aging, Region X would like to thank The City of Neosho for its support of our senior citizens in the community by providing a facility for use by this agency (The Center for Seniors).

Each year the Area Agency on Aging is required to submit proof of community support through "Public Match" to the state of Missouri for the funding of programs including the Nutrition program. The use of the above facility fulfills that requirement.

We are requesting that you verify this support by signing the statement below either mail it to me at the Area Agency on Aging, P.O. Box 3990, 531 E. 15th, Joplin, Mo 64803, fax it to 417-781-1609 or scan and email to nraines@aaaregionx.org as soon as possible. If you have any question, please do not hesitate to call at (417) 781-7562 Ext 11.

Sincerely,



Nancy Raines
Chief Financial Officer/Compliance

For the Fiscal Year ending 6/30/2023, the City of Neosho donates the use of the facility at 1017 Carl Sweeney Pkwy. to the Area Agency on Aging, Region X for use in the operation of the Nutrition program for the nominal fee of \$1 per year. This certifies that the amount of "In-Kind" donation is \$129,263. (\$12.00 per square foot x approximately 10,772 square feet minus \$1.00.)

Signature

Title

Date



www.aaaregionx.org

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: City Aquatic Center Presentation

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Aquatic Center Aerial
 2. Aquatic Park.Use Tax 2023
 3. Map Layout
-

PURPOSE:

The purpose of a new aquatic center for the city of Neosho is to provide a safe, fun, economical water facility to be enjoyed seasonally by the residents of the City of Neosho.

BACKGROUND:

The current city pool was built in 1978. It is 45 years old and has been very costly for the city to maintain. Our recommendation is to build an aquatic center to be located on the west side of the golf course, using approximately 20 acres of this area that is no longer in use other than the practice green and driving range. This could be funded if authorized by Council to place the Use Tax on the ballot for the improvements as indicated.

RECOMMENDATION:

Seek Council guidance on the project as submitted and place the Use Tax on the ballot to fund it.



Neosho M

Hale McGinty Dr

Hale McGinty Dr

Waldo Hatler Memorial Dr

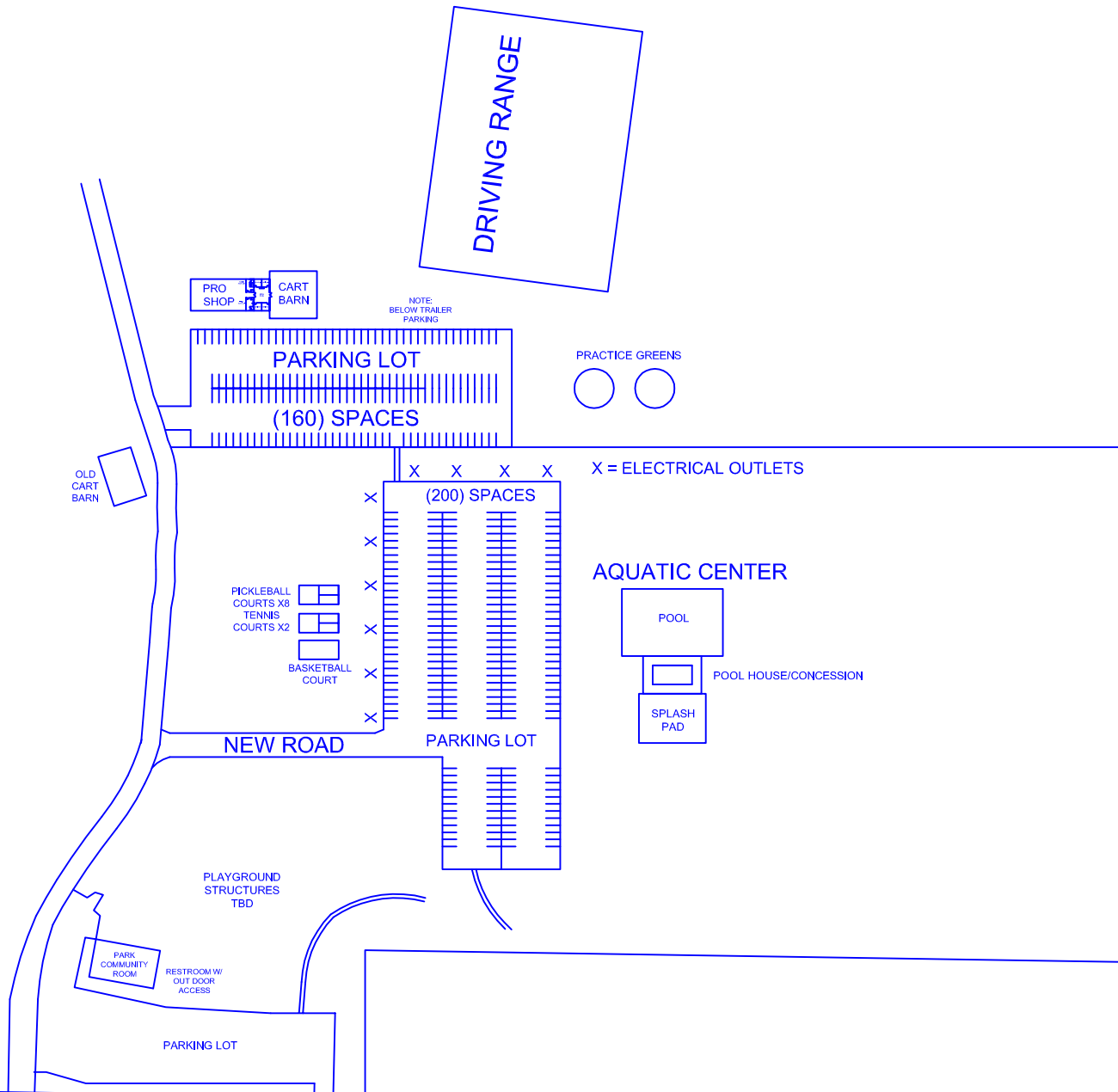
Waldo Hatler Memorial Dr

AQUATIC PARK/USE TAX 2023 PLAN

How to make this dream a reality?

- City Manager Approval
- Council Approval

- 1. Design layout of new Golf Facilities.
- 2. Design layout of new Aquatic Park.
- 3. What can be done to educate the Citizens within the City Limit of Neosho about the aging of our current pool, and how passing the Use Tax could construct a new and improved Aquatic Facility?
 - *Social Media*
 - *Newspaper*
 - *Radio*
 - *TV*
 - *Mailers*
 - *Billboards*
 - *Yard Signs*
 - *Townhall Meetings*
 - *Architectural Rendering of the new facility.*
 - *Utilizing pictures & financial facts of the current pool, proving that it is going to cost more to maintain, than construct new.*
 - *Appealing to a younger demographic 20's-30's.*



Schifferdecker

Membership	Walking	NEOSHO	W/Cart	NEOSHO
Adult	\$ 800.00	\$ 645.00	\$ 1,450.00	\$ 1,350.00
Senior (M-F only)	\$ 600.00	\$ 550.00	\$ 1,175.00	\$ 1,150.00
Family	\$ 1,200.00	\$ 1,450.00	\$ 1,800.00	\$ 1,450.00
Family 2 carts		\$ 2,400.00	\$ 2,400.00	\$ 2,300.00

*Senior Pass is Monday thru Friday ONLY at Schifferdecker

Carthage

Membership	Walking	NEOSHO	W/Cart	NEOSHO
Adult	\$ 825.00	\$ 645.00	\$ 1,650.00	\$ 1,350.00
Senior 62+	\$ 675.00	\$ 550.00	\$ 1,500.00	\$ 1,150.00
Family (Couples)	\$ 1,250.00	\$ 1,450.00		\$ 1,450.00

*Carthage charges \$40.00 per child

Windmill Ridge Monett

Membership	Walking	NEOSHO	W/Cart	NEOSHO
Adult	\$ 645.00	\$ 645.00	\$ 1,395.00	\$ 1,350.00
Family	\$ 1,000.00	\$ 1,450.00	\$ 1,750.00	\$ 1,650.00
Senior 60+	\$ 545.00	\$ 550.00	\$ 1,295.00	\$ 1,150.00
Senior Couple 60+	\$ 800.00		\$ 1,550.00	

PRORATED PASS FEES

<u>Family Golf Pass Without Cart</u>		<u>Family Pass With 1 Cart</u>		<u>Family Pass With 2 Carts</u>	
Month Purchased	Price	Month Purchased	Price	Month Purchased	Price
April	\$ 1,450.00	April	\$ 1,650.00	April	\$ 2,300.00
May	\$ 1,329.00	May	\$ 1,512.50	May	\$ 2,108.00
June	\$ 1,208.50	June	\$ 1,375.00	June	\$ 1,916.00
July	\$ 1,087.50	July	\$ 1,237.50	July	\$ 1,724.00
August	\$ 967.00	August	\$ 1,100.00	August	\$ 1,532.00
September	\$ 846.00	September	\$ 962.50	September	\$ 1,340.00
October	\$ 725.00	October	\$ 825.00	October	\$ 1,148.00
November	\$ 604.00	November	\$ 687.50	November	\$ 956.00
December	\$ 484.00	December	\$ 550.00	December	\$ 764.00
January	\$ 362.50	January	\$ 412.50	January	\$ 572.00
February	\$ 242.00	February	\$ 275.00	February	\$ 380.00
March	\$ 121.00	March	\$ 137.50	March	\$ 192.00

<u>Senior, Active Military, Veterans, Unlimited Without Cart</u>		<u>Senior, Active Military, Veterans, Unlimited With Cart</u>		<u>Regular Unlimited Without Cart</u>	
Month Purchased	Price	Month Purchased	Price	Month Purchased	Price
April	\$ 550.00	April	\$ 1,150.00	April	\$ 645.00
May	\$ 504.00	May	\$ 1,054.00	May	\$ 591.25
June	\$ 458.00	June	\$ 958.00	June	\$ 537.50
July	\$ 412.00	July	\$ 862.00	July	\$ 483.75
August	\$ 366.00	August	\$ 766.00	August	\$ 430.00
September	\$ 320.00	September	\$ 670.00	September	\$ 376.25
October	\$ 274.00	October	\$ 574.00	October	\$ 322.50
November	\$ 228.00	November	\$ 478.00	November	\$ 268.75
December	\$ 182.00	December	\$ 382.00	December	\$ 215.00
January	\$ 136.00	January	\$ 286.00	January	\$ 161.25
February	\$ 90.00	February	\$ 190.00	February	\$ 107.50
March	\$ 46.00	March	\$ 96.00	March	\$ 53.75

<u>Regular Unlimited With Cart</u>	
Month Purchased	Price
April	\$ 1,350.00
May	\$ 1,237.50
June	\$ 1,125.00
July	\$ 1,012.50
August	\$ 900.00
September	\$ 787.50
October	\$ 675.00
November	\$ 562.50
December	\$ 450.00
January	\$ 337.50
February	\$ 225.00
March	\$ 112.50

Proposed Pass Increase April 2023

The proposed annual pass increase is to be more in line with other area courses rates and increase revenue due to the inflation cost incurred in the last two years in maintaining an 18-hole golf course.

Proposed 2023 Unlimited Pass Prices (6.5% average rounded up or down to whole dollar):

Family Pass without cart: \$1545.00

Family Pass with 1 cart: \$1760.00

Family Pass with 2 carts: \$2450.00

Senior, Military, Veterans without cart: \$585.00

Senior, Military, Veterans with cart: \$1225.00

Regular without cart: \$685.00

Regular with cart: \$1440.00