

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Friday, September 29, 2023

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, October 3, 2023 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. September 19, 2023 Open Session Council Minutes
2. September 19, 2023 Closed Session Council Minutes
3. September 27, 2023 Special Session Council Minutes
4. Bill No. 2023-176: 2024 Celebrate Neosho - Encore Pyrotechnics Fireworks Agreement
5. Bill No. 2023-179: Newton County Central Dispatch Charter Change
6. Bill No. 2023-180: Engineering Services Agreement for Development of Neosho's MS4 Stormwater Permit.

VISITOR'S BUSINESS

NEW BUSINESS

1. Bill No. 2023-181: Annexation Legal Description Correction Hwy 59 South Elaine Walker Trust
2. Bill No. 2023-182: Contract with J&L Underground Construction for Opening and Closing at the IOOF Cemetery
3. Bill No. 2023-183: Contract with Magnegrip for Source Exhaust Fire Dept.
4. Bill No. 2023-184: Surplus PD Vehicles
5. MoDOT Payment for 86 Hwy/Hammer Road Roundabout
6. Authorization for City Manager to Sign Deeds-Storm Water Improvement Program
7. Authorization of URA for Engineers
8. Hotel Feasibility Study
9. Chapter 100 Bonds

REPORT OF CITY OFFICERS

October 3, 2023 City Council Meeting

CLOSED SESSION

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

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
September 19, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Father Chaz opened with prayer and Mayor Pro Tempore Robinson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Councilman Collinsworth made a motion to Excuse Richard Davidson and Angela Thomas; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Collinsworth made a motion to Approve the Consent Agenda including the following items:
September 5, 2023 Open Session Council Minutes

September 19, 2023 Minutes

Bill No. 2023-141
Bill No. 2023-175
Bill No. 2023-177
Bill No. 2023-178;
Councilman Workman seconded.

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

UNFINISHED BUSINESS

Public Hearing for Bill No. 2023-174: FY24 Budget

Mayor Pro Tempore Robinson opened the public hearing for Bill No. 2023-174 at 7:03 p.m.

There was nobody present speak.

Mayor Pro Tempore Robinson closed the public hearing for Bill No. 2023-174 at 7:03 p.m.

Bill No. 2023-174: FY24 Budget

AN ORDINANCE adopting a budget for the City of Neosho, Missouri, for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Attorney Paul read Bill No. Bill No. 2023-174

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-174; Councilman Workman seconded.

There was no discussion.

Roll call vote:
Yes: Carl Cobb, Tom Workman, Julie Humphrey, Ashton Robinson, Charles Collinsworth
No: None
Abstain: None

VISITOR'S BUSINESS

Robert Burr - Golf Course

Robert Burr was present to speak to the council regarding the golf course and the conditions of the golf course.

CORRESPONDENCE

September 19, 2023 Minutes

Thank you from Crowder Roughrider Rodeo

Thank you for supporting the 11th annual Roughrider Scholarship Rodeo. With your help we are able to dream bigger, let our students learn more, and become a leading attraction for our community.

Let's get ready to make next year even better!

Crowder College Agriculture Division

Faculty, Staff and Students

BIDS

Source Capture Exhaust System

Fire Chief Houk addressed the city council stating that the purpose of this agenda item is to approve the bid to install the source capture exhaust system for fire station one and fire station two. There were three bids sent out and two were received back.

Initial Bid Amount:

Magnetgrip \$97,998.00

Air Cleaning Tech. \$96,100.00

There will be an additional cost of 4 Tailpipe adapters to each bid to accommodate all of our apparatus.

Magnetgrip \$99,123.00

Air Cleaning Tech. \$97,285.00

Councilman Collinsworth made a motion to Approve the bid from Magnetgrip as presented by staff in the amount of \$99,123.00; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

FY24 Concrete

Public Works Director Siler addressed the city council stating that the purpose of this agenda item is to approve a company for FY24 concrete prices. There were two bids sent out and two received back from Joplin Concrete and G&H Redi Mix. Staff recommends approving the bid from G&H Redi Mix as presented by staff.

Councilman Collinsworth made a motion to Approve the bid from G&H Redi Mix as presented by staff; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

September 19, 2023 Minutes

NEW BUSINESS

Bill No. 2023-176: 2024 Celebrate Neosho - Encore Pyrotechnics Fireworks Agreement

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Pyrotechnics by Encore LLC, a Missouri Limited Liability Company, d/b/a Encore Pyrotechnics, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$19,950.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read in title only Bill No. 2023-176.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-176; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that this agreement is to approve the fireworks display for 2024 Celebrate Neosho with Encore Pyrotechnics that was approved by council on September 5, 2023.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2023-179: Newton County Central Dispatch Charter Change

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

Attorney Paul read Bill No. 2023-179 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2023-179; Councilwoman Humphrey seconded.

Police Chief Baird addressed the city council stating that the purpose for this agenda item is to approve the amendment to the Newton County Dispatch board charter. The amendment allows a proxy vote for a member if they are absent. If the police chief is sick and unable to make it, he will send a proxy in his place.

Roll call vote:

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

No: None

Abstain: None

Passed.

September 19, 2023 Minutes

Bill No. 2023-180: Engineering Services Agreement for Development of Neosho's MS4 Stormwater Permit.

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 City's Municipal Separate Storm Sewer Systems (MS4) Permit for the not to exceed price of Thirty Thousand and 00/100 Dollars (\$30,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Paul read Bill No. 2023-180 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2023-180; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to approve an agreement with Allgeier, Martin and Associates for development of Neosho's MS-4 State Permit. This is an extensive project and is a state and federally mandated program for storm water. This permit is needed for applying for certain grants to alleviate these storm water issues and improvements. This is to do testing for run-off of storm water and contaminants coming off of certain types of businesses.

Roll call vote:

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

No: None

Abstain: None

Passed.

Request to Suspend 600.050 Drinking in Public for October 13, 2023 Event

Development Services Director Leavens addressed the council requesting the suspension of City Code Section 600.050 Drinking in Public for downtown business owners on October 13, 2023 from 5 p.m. to 10 p.m. for a Pub Crawl. The map is attached that shows the area where alcohol would be allowed if the council approves. Staff also requests authorizing the city manager to sign the letters for the businesses to allow them to acquire the correct state picnic licenses.

Councilman Collinsworth made a motion to Approve suspending section 600.050 on October 13, 2023 from 5 p.m. to 10 p.m. per the map attached; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Tom Workman, Julie Humphrey, Charles Collinsworth

No: Ashton Robinson

Abstain: Carl Cobb, due to his stance against alcohol.

Failed.

Amendment to Electric Service Agreement with Liberty Utilities

Public Works Director Siler addressed the council and asked for approval of the amendments to the Liberty Utility Contract.

709 S Lafayette WO #1019306 monthly increase \$0.76

Waldo Hatler & Blvd WO #1019815 monthly decrease -\$2.22

Councilman Workman made a motion to Approve the amendments to the Liberty Utility Agreement;

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Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Parks and Recreation Board

- Letter of Reappointment Request from Anna Turney
- Letter of Interest from Cary Penn
- Letter of Interest from Gary Smith

Mayor Pro Tempore Robinson made a motion to Approve the reappointment of Anna Turney to the Parks and Recreation Board; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Councilman Collinsworth made a motion to Appoint Gary Smith to the Parks and Recreation Board; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

Carver Birthplace Association Request

City Manager Kennedy addressed the topic of Carver Birthplace Association request and what staff found out after the September 5, 2023 Council Meeting. This is to pay half of the HSTCC fee for the grant. If council would like to help out with this, then council would need to authorize and direct staff to move forward with this project.

The cost for the city of 50% is \$3,375.00.

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Update of Golf Course

Golf Course Manager Farris addressed the city council and updated them on the golf course issues that were spoken about at the September 5, 2023 Council Meeting.
Discussion followed.

Noise Complaint at G&H Concrete

Police Chief Baird addressed the city council stating that he reached out to G&H in regards to the noise complaint from Jacob Hawley at the last council meeting. They are working on a big project and have worked on sound barriers. We also reached out to Mr. Hawley, and he said that he is much happier.

Finance Department - August Financials

Finance Director Forest addressed the city council updating them on the sales tax that are attached to the agenda.

Updated numbers on the water/sewer liens as requested at the last council meeting.

Golf Course Volunteers

Attorney Paul said you can do volunteers at the golf course, but staff needs direction on what the city would like to see for volunteers and what they receive. How much golf for how many hours of service.

CHAPTER 100 BONDS

Attorney Paul updated council on a request from a business to come into town and have asked for a Chapter 100 Bond.

DNR CULTURAL STUDY FOR NORTH MORSE PARK BIKE TRAILS

This has been a long time coming with the bike trail grant. We have been given the go ahead from DNR on the cultural study.

CLOSED SESSION

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

Councilman Collinsworth made a motion to go into Closed Session under Sections 610.021 (1) and 610.021 (3); Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson closed the meeting at 8:19 p.m.

Mayor Pro Tempore Robinson opened the meeting at 9:32 p.m. and announced that one vote was taken.

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ADJOURN

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

Councilman Cobb made a motion to Adjourn; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson closed the open session September 5, 2023 at 9:34 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

**SPECIAL SESSION MINUTES
NEOSHO CITY COUNCIL
September 27, 2023 - 9:00 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO**

CALL TO ORDER

Mayor Davidson called the meeting to order at 9 a.m.

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Ashton Robinson was absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Request to Suspend 600.050 Drinking in Public for October 13, 2023 Event

Development Services Director Leavens addressed the city council stating that the downtown business owners have requested a suspension of the city code section 600.050 for a pub crawl event to be held on October 13, 2023 from 5 to 10 p.m. The designated area requested is the sidewalk area on the downtown square, as presented on the attached map.

Councilman Collinsworth made a motion to Request to Suspend City Code 600.050 for the Downtown Creep and Crawl Event on October 13, 2023 from 5 to 10 p.m., per the map attached; Councilman Workman seconded.

Roll call vote:

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

No: Carl Cobb

Abstain: None

Passed.

September 27, 2023 Minutes

Request to Purchase Police Vehicles

Police Chief Baird addressed the city council stating that they have been looking for police cars and still having trouble finding them, however we recently found three at Superior Auto Group in Siloam Springs, Arkansas. We could get all three cars for \$114,975.00. These cars would not be paid for until October 1, 2023 and were budgeted for, however we need to have a p.o. to hold the vehicles.

Councilman Collinsworth made a motion to Approve the purchase of three police vehicles as presented by staff; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the special session September 27, 2023 council meeting at 9:08 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: September 19, 2023

ITEM: Bill No. 2023-176: 2024 Celebrate Neosho - Encore Pyrotechnics Fireworks Agreement

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-176 Contract with Encore Pyrotechnics RE 2024 fireworks
 2. Contract Encore Pyrotechnics RE 2024 fireworks
-

PURPOSE:

The purpose of this item is to gain the City Council's approval for the mayor to sign an agreement with Encore Pyrotechnics to provide the fireworks display for Celebrate Neosho 2024.

BACKGROUND:

The council accepted Encore Pyrotechnics' bid for a fireworks display at the 2024 Celebrate Neosho event. This contract is to formalize the agreement.

RECOMMENDATION:

Staff recommends that the City Council authorizes the mayor to sign the agreement.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Pyrotechnics by Encore LLC, a Missouri Limited Liability Company, d/b/a Encore Pyrotechnics, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$19,950.00); 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 Pyrotechnics by Encore LLC, a Missouri Limited Liability Company, d/b/a Encore Pyrotechnics, for the purpose of providing display fireworks for Independence Day for the not to exceed price of Nineteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$19,950.00), 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 _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

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 Pyrotechnics by Encore LLC, a Missouri Limited Liability Company, d/b/a Encore Pyrotechnics, hereinafter referred to as “Contractor,” and with City and Contractor being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of providing display fireworks for Independence Day, 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 providing display fireworks for Independence Day, 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 offeror 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 are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the independent contractor services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to provide display fireworks for Independence Day as follows:

a. Contractor will conduct an outdoor fireworks display on June 29, 2024. The display will occur at such time so as to be plainly visible to the ordinary person.

b. Contractor will complete a site plan and secure a discharge site, display site, and fallout area, referred to collectively as “the Premises.” City and Contractor may, at no cost to Contractor, jointly select City property to be used as the Premises.

c. Contractor will secure adequate police and fire protection to ensure the safety of the display and premises. City will not unreasonably withhold police and fire protection. Any police and fire protection provided by City will be at no cost to Contractor.

d. Contractor will secure adequate private security to ensure the safety of the display and the Premises, to include the prevention of unauthorized entry to the Premises.

e. Contractor will clean the Premises, to include the disposal of any trash, waste, etc. within 24 hours of the display.

f. Contractor will have the sole discretion to postpone the display in the event of inclement weather, fire bans, or other dangerous conditions. If Contractor postpones the display, the parties will work in good faith to reschedule the display.

g. Contractor will comply with the codes and standards of the National Fire Protection Association (NFPA).

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 Nineteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$19,950.00) – the full amount of this contract – no later than July 16, 2024. However, if the display is postponed and not rescheduled, Contractor's compensation will be limited to actual expenses incurred and services rendered and, in any event, will not exceed the price of \$2,500. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. 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.

5. 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.

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

7. 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.

8. 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.

9. 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.

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

11. 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.

12. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

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. 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.

15. 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.

16. 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.

17. Insurance. Contractor 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 City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, Contractor

shall carry general liability and automobile insurance policies with coverage limits of no less than \$1 million per policy.

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

Encore Pyrotechnics
ATTN: Joey Taylor
5200 State Hwy W
Ozark, MO 65721

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.

19. 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.

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. 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.

22. 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.

23. 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.

24. 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.

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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI

ENCORE PYROTECHNICS

Richard Davidson, Mayor

Joey Taylor, Owner/Member

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: September 19, 2023

ITEM: Bill No. 2023-179: Newton County Central Dispatch Charter Change

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-179 Newton County RE amended MOU for Newton County Central Dispatch - 2023
 2. Newton County CDC Charter Language Change
-

PURPOSE:

Newton County Dispatch board has updated their charter.

BACKGROUND:

Newton County Dispatch board has updated their charter due to a change of Director and they would like to allow proxy voting if a member is absent. City Attorney Paul has reviewed these changes.

RECOMMENDATION:

Staff recommends the Council allow the mayor to sign the updated charter.

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

WHEREAS, the Joint 911 Oversight Board recommended an amendment to the memorandum of understanding for the provision of consolidated dispatch services on or about August 24, 2023; and

WHEREAS, the City desires to adopt said amendment.

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 Newton County, Missouri, for the purpose of amending the memorandum of understanding for the provision of consolidated 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.

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 _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



NEWTON COUNTY CENTRAL DISPATCH CENTER

308 N. JEFFERSON ST

NEOSHO MO 64850-1554

7-SEPTEMBER-2023

RE: AMENDED CHARTER – DISPATCH OVERSIGHT BOARD

TO: NEOSHO CITY COUNCIL

Attached please find three (3) originals of the recently amended Charter of the Newton County Central Dispatch Oversight Board for the consideration of the Neosho City Council. These have been fully executed by the Newton County Commissioners and the Newton County Clerk.

I have included the minutes of the Oversight Board meeting of 24-August-2023 at which the proposed amendment was adopted.

If approved by the City Council, please insert the date and have executed by the Mayor and City Clerk. Return two (2) of the signed originals to me and retain one for the city's records.

Let me know if you have any questions.

Kathy L. Wright
Admin Specialist & 9-1-1 Addressing
417-451-8295
kwright@nc-cdc.org
8AM to 2 PM Monday thru Friday
NEWTON COUNTY CENTRAL DISPATCH CENTER
308 N. Jefferson St.
Neosho MO 64850

NEWTON COUNTY CENTRAL DISPATCH – OVERSIGHT BOARD MEETING
THURSDAY 24-AUGUST-2023 at 08:30 HRS

The Newton County Central Dispatch Oversight Board Member Meeting was held Thursday August 24, 2023 at 0830 hours in the conference room at Newton County Sheriff's Office.

Members present:

Chancy Huntzinger, Director - Central Dispatch Center
Chris Jennings – Newton County Sheriff
Tom Oliphant – Dispatch Operations Manager
David Osborn – District 2 Commissioner
Aaron Houk – Chief, Neosho Fire Department
Rusty Tinney – Chief, Newton County Ambulance
Charla Geller – Director, Emergency Management
Steve Coats - Chief, Redings Mill Fire Department

Mike Whitehead – Lt, Neosho Police Department
Mark Taylor – Citizen at Large
Kathy L. Wright – Dispatch Admin Spec.

Members Not Present:

Jason Baird – Chief, Neosho Police Department
James Altic – Chief, Seneca Police

Meeting was called to order at 08:32 by Director Huntzinger.

Minutes of the June 29, 2023 Oversight Board meeting were reviewed.

Motion to approve minutes was made by Chief Houk, seconded by Mr. Taylor and unanimously approved.

Old Business

Proxy votes – Proposed amendment to the Board Charter was reviewed. Motion to amend charter made by Sheriff Jennings, seconded by Mr. Taylor, and unanimously approved. Amended Charter will be forwarded for approval by Commission and Neosho Mayor.

Public Safety Sales Tax (PSST) Grant applications are due to be received by August 31st. Three (3) 2022 grant recipients have not submitted supporting documentation at this point. Four (4) application for the 2023 PSST Grants have been received to date.

CASPER (Armed Assailant) exercise, held on Tuesday August 8th and Wednesday August 9th was successful overall with great participation by area agencies. After action reports show areas for improvement and those will be addressed.

The transfer switch, ordered for the new generator, has been cancelled. It was awaiting a circuit board from China. Generac is building a transfer switch rather than waiting any longer. There is no new delivery date at this time.

A lightning strike at the Sheriff's office damaged two (2) radios, one (1) Telex IP223 and one (1) IP224.

Call stats were reviewed and show an increase in all services for the year through July 2023 as compared to the same period in 2022. For July 2023 there was a slight decrease in Fire calls when compared to July 2022.

New Business

There is currently one (1) dispatcher vacancy. Oral boards are scheduled for new applicants.

Director Huntzinger reported to the Board that she is leaving to accept a position in Brown County (Green Bay) WI. Her final day of work here will be Friday, September 8, 2023.

Next meeting is scheduled Thursday September 28, 2023, at 09:00, in the upstairs training room of the Sheriff's Department.

Motion to adjourn by Sheriff Jennings, seconded by Mr. Taylor, unanimously approved.

Meeting adjourned at 09:03.

Proposed Addition to Charter re: Oversight Board Member Proxy

CURRENT:

B. MEETING,

1. The Board shall hold one (1) meeting each month.
2. Special meetings of the Board may be called pursuant to Missouri Sunshine Law.
3. The Board shall keep minutes of all meetings and shall forward a copy of the minutes to each member of the Board and to the Commission.

PROPOSED

B. MEETING,

1. The Board shall hold one (1) meeting each month.
2. Special meetings of the Board may be called pursuant to Missouri Sunshine Law.
3. Any Board Member may, upon written notice to Dispatch Director, allow their proxy to represent them at any meeting. Notice of Proxy is valid only for a specific meeting. A Board Member's proxy may speak, act and vote on any matter before the Oversight Board.
4. The Board shall keep minutes of all meetings and shall forward a copy of the minutes to each member of the Board and to the Commission.

CHARTER FOR ESTABLISHMENT OF A JOINT COMMUNICATIONS CENTER

AMENDED

This Charter is hereby made and entered into this _____ day of _____, 2023 by and between the County of Newton and the City of Neosho, in order that the county-wide emergency communications center be established to provide service to the City of Neosho, the City of Diamond, the Diamond Fire Protection District, the City of Seneca, the City of Fairview, the Newton County Sheriff's Department, the City of Granby, the Midway Fire District, the Neosho Municipal Court, the Newton County Ambulance Service, the Redings Mill Fire Department, the Newton County Prosecuting Attorney's Office, the Newton County Coroner, the Newton County Juvenile Office, the Goodman Fire Protection District, the Pierce City Fire District, the Seneca Fire Protection District, the Stella Fire Protection District and the Newton County Emergency Management.

WHEREAS the governmental units and entities hereto have mutually covenanted and agreed it is in the best interest of the citizens of each of the governmental units and entities, which are parties hereto, a county-wide emergency communications center shall be established. This center shall provide emergency communication services including, but not limited to, law enforcement (i.e., police, sheriff, etc.), fire protection, ambulance service, medical services, Enhanced 9-1-1, and any other criminal justice agency or service within the confines of Newton County, Missouri, and;

WHEREAS, it has been determined the proper location for such a facility is *at 308 N. Jefferson St, Neosho MO.*, and;

WHEREAS, it has been heretofore resolved that equipment and manpower to operate such facility should be approved and provided by the County Commission, hereinafter referred to as the "Commission", with advice and council from the Joint Communications Center Oversight Board and Advisory Board, and;

WHEREAS a board be established comprised of appointed representatives from said governmental units and entities, to be known as the Joint Communications Center Oversight Board, hereinafter referred to as the "Board", and a sub-board be established comprised of appointed representatives from said governmental units and entities, hereinafter referred to as the "Advisory Board" for the Newton County Criminal Justice Agencies. These boards were established April 1, 1995, and prior charters, in part and in full, are superseded by this Amended Charter.

I. ESTABLISHMENT OF THE OVERSIGHT BOARD

A. CONSTITUTION OF THE BOARD

1. The Board is hereby established to observe and oversee the undertakings and activities of the Newton County Joint Communications Center, hereinafter referred to as the "Center" and shall have eight (8) members as follows:
 - a. The Board Chairman and Vice Chairman shall be occupied by either Newton County Sheriff or Neosho Chief of Police, serving alternate two (2) year terms. These assignments may be reversed by the mutual agreement of both officers and with the approval of the Board.
 - b. The Newton County Sheriff shall have a non-expiring term.
 - c. Newton County Emergency Operations Center Director shall have a non-expiring term.

- d. The Neosho Police Chief shall have a non-expiring term.
- e. The Neosho Fire Chief will have a non-expiring term.
- f. An appointed representative by the Newton County Ambulance Board shall have a non-expiring term.
- g. An at large member representative of the fire departments in Newton County shall serve a two-year term.
- h. An at large member representative of the police departments in Newton County shall serve a two-year term.
- i. An at large citizen, appointed by the Commission, shall have a two-year term.

A. POWERS AND DUTIES OF THE OVERSIGHT BOARD

- 1. To review candidates for the position of Director of the Center and make recommendations to the Commission.
- 2. To conduct periodic meetings with the Director, receive reports and to provide said Director with guidance and direction.
- 3. To determine the location and time of these meetings and give public notice of meetings pursuant to the Missouri Sunshine Law.
- 4. The Board will work with the Director to assure proper management and control of the finances by:
 - a. Assisting the Director in budgetary tasks and;
 - b. Making recommendations to the Commission regarding finances and annual budget.
- 5. To establish rules and regulations for conduct of business of the Center including, but not limited to, promulgation of administrative personnel regulations.
- 6. To review all appropriate insurance coverage of the Center and the Board. The Board may make recommendations to the Commission regarding insurance policies.
- 7. The Board may recommend to the Commission a compensation plan for Center personnel.
- 8. To review and make recommendations to the Commission for Contracts which shall be approved by the Commission.
- 9. The Board may hold appeal hearings of any Center employee who makes a request and then make a recommendation to the Commission. Such hearings shall conform to the provisions of the Missouri Sunshine Law.
- 10. The Board shall work with the Director of the Center in reviewing grant applications and monitoring funds received from grants.
- 11. The Board shall recommend standard operation procedures for the Center regarding criminal justice matters.
- 12. The advisory Board shall recommend policy for the hiring and firing of personnel employed by the Center.

B. MEETING

- 1. The Board shall hold one (1) meeting each month.
- 2. Special meetings of the Board may be called pursuant to Missouri Sunshine Law.

3. *Any Board Member may, upon written notice to the Dispatch Director, allow their proxy to represent them at any meeting. Notice of Proxy is valid only for a specific meeting. A Board Member's proxy may speak, act and vote on any matter before the Oversight Board.*
 4. The Board shall keep minutes of all meetings and shall forward a copy of the minutes to each member of the Board and to the Commission.
- C. BY-LAWS
1. The Board shall adopt by-laws, rules, or regulations for the conduct of its affairs as it deems necessary.
- D. LIMITATIONS OF POWERS OF THE BOARD
1. The Board shall not involve itself in the day-to day operations of the Center except as outlined above.

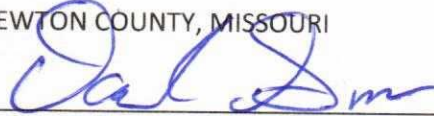
II. ORGANIZATION OF THE CENTER

- A. The Director of the Center shall be in charge of the day-to-day operations of the Center. The director's administration and supervisory responsibility shall include but not be limited to:
1. Planning, directing, and controlling the operations of Center;
 2. Recommending to Commission hiring, firing, promotion or discipline or Center personnel;
 3. Training of Center personnel;
 4. Assigning and scheduling personnel;
 5. Supervising Center personnel;
 6. Maintaining a liaison with agencies utilizing the communications system;
 7. Reporting to the Board on the operations of the Center.
- B. The Director shall submit to the Board a copy of the County's annual certified audit as performed by an independent auditor as it relates to the Center.
- C. To submit to the Board quarterly reports of the activities of the Center
- D. The director shall submit to the Board an annual inventory of equipment, real and personal property in the center with a value of \$1000 or more.
- E. The Director will maintain General and Operational Guidelines for the Center. General guidelines will be approved by the Commission. Operational guidelines will be approved by the Board.

WHEREAS, it is understood and agreed by the parties hereto, this agreement shall be self-renewing per annum hereafter, and shall continue in full force, and the Center shall serve the needs of the public safety agencies located in Newton County, Missouri, and;

WHEREAS, it has been determined that this Charter can be amended with recommendations by the Board, with the approval of the Commission and the City of Neosho.

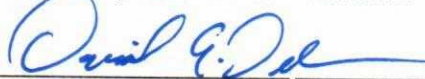
NEWTON COUNTY, MISSOURI



Daniel Swem, Presiding Commissioner



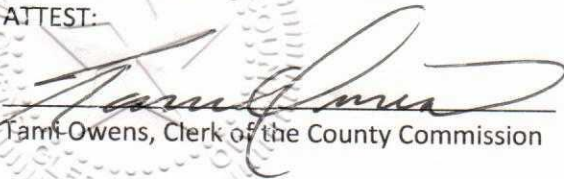
Alan Cook, District 1 Commissioner



David Osborn, District 2 Commissioner

County of Newton, State of Missouri

ATTEST:



Tami Owens, Clerk of the County Commission

ENTERED INTO this _____ day of _____, 2023

CITY OF NEOSHO

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, Neosho City Clerk

REQUESTED COUNCIL MEETING DATE: September 19, 2023

ITEM: Bill No. 2023-180: Engineering Services Agreement for Development of Neosho's MS4 Stormwater Permit.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-180 Engineering Agreement Allgeier Martin and Assoc. - MS4 Permit
 2. MS-4 Engineering Agreement
-

PURPOSE:

The purpose of this item is to gain the City Council's approval for the mayor to sign an agreement with Allgeier Martin to develop a MS4 Stormwater Plan and Permit for the City of Neosho.

BACKGROUND:

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the agreement with Allgeier Martin.

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 City's Municipal Separate Storm Sewer Systems (MS4) Permit for the not to exceed price of Thirty Thousand and 00/100 Dollars (\$30,000.00); 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 City's Municipal Separate Storm Sewer Systems (MS4) Permit for the not to exceed price of Thirty Thousand and 00/100 Dollars (\$30,000.00), 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 _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the attached rate schedule and as outlined in the Scope of Services. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: \$30,000

By: 
Michael Atkinson, P.E., Vice President

Date: August 16, 2023

ALLGEIER, MARTIN and ASSOCIATES, INC.
JOPLIN, MISSOURI

PROJECT NAME: MS4 Program and Development

PROJECT LOCATION: Neosho, Missouri

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Neosho, Missouri
ATTN: Mr. Richard Davidson, Mayor
STREET ADDRESS: 203 East Main Street
CITY: Neosho STATE: MO ZIP CODE: 64850

WORK AUTHORIZED BY:

Date

Richard Davidson, Mayor
Name and Title

Signature

SCOPE OF WORK:

Attachment Number 1 – Scope of Work
Attachment Number 2 – Rate Schedule

GENERAL CONDITIONS

PAYMENT TERMS - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable). Claims for unpaid fees or compensation may be determined in any state or federal court for Newton County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of \$2,000,000. Comprehensive General Liability Insurance with coverage of \$1,000,000, and Automobile Liability Insurance with coverage of \$1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

STANDARD OF CARE - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY – The Engineer's maximum aggregate liability for damages connected with the project is limited to the compensation paid by the Client to the Engineer for project services.

RIGHT-OF-WAY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage, which may result.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

SAFETY - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Missouri.

ATTACHMENT NUMBER 1

SCOPE OF WORK

GENERAL

It is understood that the City of Neosho intends to update their Municipal Separate Storm Sewer System (MS4) program pursuant to the latest requirements as stated by the Missouri Department of Natural Resources and requires the services of an engineer to assist with the preparation of MS4 documentation. Services will generally include guidance to prepare the 6 Minimum Control Measures (MCM), Stormwater Masterplans (SWMP), maps and support services for the development and compliance of the MS4 program.

More specifically the ENGINEER shall provide the following:

SCOPE OF SERVICES:

1. Coordinate with City officials to determine outfall locations and facilities that require a SWMP and map of facilities.
2. Prepare guidance concerning MCM's that are specific to the City's needs as it relates to MDNR's MS4 program to address point source and pollution reduction measures.
3. Consult effective Flood Insurance Study Maps and FEMA hydrologic and hydraulic data necessary to identify the effects of flooding concerning the SWMP.
4. Provide guidance to City Staff toward the development and continued maintenance of the MS4 requirements.
5. Assist the City toward annual MS4 permit renewal.

PAYMENT:

1. For services provided under this Agreement, the City will compensate the Engineer on an hourly cost not to exceed basis in the amount of **\$30,000.** If or when this fee is expected to be exceeded, Allgeier Martin will seek a mutually agreeable revision to the scope of services and associated fee.

ATTACHMENT NUMBER 2

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

**RATE SCHEDULE
2023**

HOURLY LABOR RATES

<u>Classification</u>	<u>01/01/2023 thru 12/31/2023</u>
Principal/Engineer VI	\$279
Principal/Engineer V	\$248
Principal/Engineer IV	\$225
Principal/Engineer III	\$207
Project Manager/Engineer II	\$184
Project Manager/Engineer I	\$167
Technician IV	\$152
Technician III/GIS Specialist	\$152
Technician III	\$129
Technician II	\$115
Technician I	\$109
Two-Man GPS Survey Crew	\$213
One-Man GPS Survey Crew	\$167
Three-Man Survey Crew	\$232
Two-Man Survey Crew	\$184
Registered Land Surveyor II	\$196
Registered Land Surveyor I	\$173
Survey Crew Member	\$88
Right of Way Specialist	\$134
Project Representative III	\$129
Project Representative II	\$115
Project Representative I	\$106
Secretary/Assistant	\$88
Print Specialist	\$88

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	\$0.65 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

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Bill No. 2023-181: Annexation Legal Description Correction Hwy 59 South Elaine Walker Trust

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2023-181 Amend Ordinance No. 172-2020 RE annexation legal description correction
 2. Annexation Documents
-

PURPOSE:

To correct the annexation of the property listed on the ordinance.

BACKGROUND:

It came to Staff's attention that there was an issue with the annexation of a piece of property on Hwy 59 South. This piece of property was an island and not contiguous with city limits. Staff reached out to the county to confirm that the legal on the ordinance was correct with what the GIS map showed. It was confirmed that the county had processed and added the property correctly.

The legal description that was placed on the ordinance was the incorrect legal description from what was approved at the P&Z meeting and with what the owner had requested. This ordinance is to correct the issues with this piece of property.

RECOMMENDATION:

Staff recommends Council approve Bill No. 2023-181.

AN ORDINANCE amending Ordinance No. 127-2020, concerning the voluntary annexation of Newton County Assessor's Office Property Number 21-4.0-17-000-000-016.003, to correct the legal description therein.

WHEREAS, the City of Neosho, Missouri, enacted Ordinance No. 127-2020 on or about January 5, 2021, a copy of the same being attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the purpose of Ordinance No. 127-2020 was to voluntarily annex by owner petition Newton County Assessor's Office Property Number 21-4.0-17-000-000-016.003; and

WHEREAS, Ordinance No. 127-2020 contains an error in legal description; and

WHEREAS, the City of Neosho, Missouri, desires to amend Ordinance No. 127-2020 to correct said legal description.

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

Section 1. That Section 1 of Ordinance No. 127-2020 is hereby repealed, and a new Section 1 is enacted in lieu thereof, as follows:

"Section 1. That the City of Neosho, Missouri, annex, under Zoning District C-3, Commercial Business District Classification, as defined by the zoning laws of the City of Neosho, the following described real estate.

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the East Quarter Corner of Section 17, thence South 89 degrees 36 minutes 06 seconds West 630.58 feet; thence South 0 degrees 14 minutes 43 seconds West (m. South 0 degrees 15 minutes 42 seconds West) 329.43 feet; thence North 89 degrees 37 minutes 50 seconds East 328.07 feet; thence South 0 degrees 08 minutes 34 seconds East 351.41 feet to the point of beginning; thence North 89 degrees 37 minutes 50 seconds East 275.24 feet to the West right of way line of Rte. 59 (Old Rte 71); thence South 0 degrees 01 minutes 23 seconds East along Rte. 59 162.79 feet; thence leaving Rte 59 South 89 degrees 37 minutes 50 seconds West, 322.75 feet; thence North 0 degrees 08 minutes 34 seconds West, 162.79 feet; thence North 89 degrees 37 minutes 50 seconds East 47.85 feet to the point of beginning, Subject to right of way of Pella Lane and any existing easements.

As petitioned by Elaine Walker Trust."

Section 2. That the City Clerk is hereby directed to certify three copies of this Ordinance and file said copies with the Newton County Clerk.

Section 3. That 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 _____.

Richard Davidson, Mayor

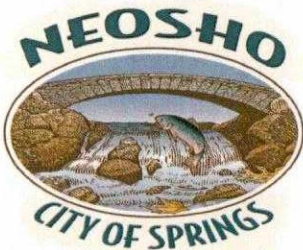
ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

Neosho, MO



Legend

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



Notes

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



Recording Date/Time: 01/21/2021 at 10:57:24 AM

Book: 370

Page: 519

Instr #: 202100520

Type: ORDIN

Pages: 8

Fee: \$45.00 S 20210000441



Jennifer A. Childers
Recorder of Deeds

\$415.00

(#30 over)

4617 \$54.00

4619 \$33.00

\$87.00

TITLE OF DOCUMENT: ORDINANCE NO. 127-2020: AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, ANNEXING THE BELOW DESCRIBED PROPERTY ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY THE ELAINE WALKER TRUST, UNDER ZONING DISTRICT C-3, COMMERCIAL BUSINESS DISTRICT CLASSIFICATION.

Date of Document:

January 5, 2021

Grantor(s):

NONE. The maker of this document is the City of Neosho, Missouri, 203 E. Main, Neosho, Missouri, 64850

Grantee(s):

Elaine Walker Trust

Grantee(s) Mailing Address:

N/A

Legal Description:

ON PAGE 2

Reference Book and Page(s):

N/A

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

LEGAL DESCRIPTION

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Southeast corner of said Section 17; thence North along the East line of Section 17, 1807.21 feet; thence South 89 degrees 37 minutes 50 seconds West 27.67 feet to the West right of way line of Rte. 59; thence South 89 degrees 37 minutes 50 seconds West 728.49 feet (m. South 89 degrees 36 minutes 32 seconds West 728.21 feet); thence South 0 degrees 14 minutes 43 seconds West 162.79 feet to the point of beginning; thence North 89 degrees 57 minutes 45 seconds East 61.96 feet; thence South 89 degrees 43 minutes East 100.79 feet; thence North 1.57 feet; thence North 89 degrees 37 minutes 50 seconds East 267.70 feet; thence South 0 degrees 14 minutes 43 seconds West 163.03 feet; thence South 89 37 minutes 50 seconds West (m. South 89 degrees 46 minutes 05 seconds West) 446.53 feet; thence North 0 degrees 06 minutes 04 seconds West 162.0 feet (m. North 0 degrees 08 minutes West 161.94 feet); thence North 89 degrees 48 minutes East 17.15 feet to the point of the beginning; Subject to a waterline easement over and across the North 10 feet thereof; Subject to an ingress-egress and utility easement over and across the South 25 feet thereof.

Together and with and subject to the nonexclusive rights of ingress and egress over and across the following described tract of land; a tract of land 50 feet in width, the centerline of which is described as follows: Commencing at the Southeast corner of Section 17, Township 24, Range 32, thence North along the East line of Section 17, 1482.42 feet to

the point of beginning; thence South 89 degrees 37'50" West 958.24 feet to the point of ending.

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

Whereas a verified petition, signed by the owners of all the fee interests of the record of the real estate to be annexed labeled Exhibit "A" attached and incorporated by reference has been presented to the City Council: and

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

Whereas the necessary notice has been published in a newspaper of general circulation qualified to publish legal matters,

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

Section 1: That the City of Neosho, Missouri, annex, under Zoning District C-3, Commercial Business District Classification, as defined by the zoning laws of the City of Neosho, the following described real estate.

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Southeast corner of said Section 17; thence North along the East line of Section 17, 1807.21 feet; thence South 89 degrees 37 minutes 50 seconds West 27.67 feet to the West right of way line of Rte. 59; thence South 89 degrees 37 minutes 50 seconds West 728.49 feet (m. South 89 degrees 36 minutes 32 seconds West 728.21 feet); thence South 0 degrees 14 minutes 43 seconds West 162.79 feet to the point of beginning; thence North 89 degrees 57 minutes 45 seconds East 61.96 feet; thence South 89 degrees 43 minutes East 100.79 feet; thence North 1.57 feet; thence North 89 degrees 37 minutes 50 seconds East 267.70 feet; thence South 0 degrees 14 minutes 43 seconds West 163.03 feet; thence South 89 37 minutes 50 seconds West (m. South 89 degrees 46 minutes 05 seconds West) 446.53 feet; thence North 0 degrees 06 minutes 04 seconds West 162.0 feet (m. North 0 degrees 08 minutes West 161.94 feet); thence North 89 degrees 48 minutes East 17.15 feet to the point of the beginning; Subject to a waterline easement over and across the North 10 feet thereof; Subject to an ingress-egress and utility easement over and across the South 25 feet thereof.

Together and with and subject to the nonexclusive rights of ingress and egress over and across the following described tract of land; a tract of land 50 feet in width, the centerline of which is described as follows: Commencing at the Southeast corner of Section 17, Township 24. Range 32, thence North along the East line of Section 17, 1482.42 feet to

the point of beginning; thence South 89 degrees 37'50" West 958.24 feet to the point of ending.

As petitioned by Elaine Walker Trust:

Section 2: The City Clerk is hereby directed to certify three copies of this ordinance and file said copies with the Newton County Clerk.

Section 3: This ordinance shall be in full force and effect fifteen (15) days after final passage and approval.

APPROVED after final passage on this 5th day of January, 2021.

ATTEST

CITY OF NEOSHO, CITY COUNCIL



Cherylne Wight

City Clerk

[Signature]

Mayor

APPROVED:

[Signature]

City Attorney

Elk River abstract
P.O. 652
Pineville, Mo
64856

Image# 003293100003 Type: LAN
Recorded: 10/15/2007 at 08:52:02 AM
Total Amt: \$30.00 Page 1 of 3
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2007-00009632
BK **356** PG **9590**



790 \$30.00

Warranty Deed

THIS DEED, Made and entered into this 1st day of October, 2007 by and between

C & D Rentals, LLC

party or parties of the first part, of Newton County, State of MISSOURI, grantor(s) and

Darrell W. Walker and Elaine Walker, Co-Trustees of the Elaine Walker Revocable Trust dated May 28, 1997

party or parties of the second part of MCDONALD County, State of MISSOURI, grantee(s),

MAILING ADDRESS: *2601 Valley View Dr.
Springdale, AR. 72762*

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Newton and State of Missouri, to wit:

“ SEE ATTACHED FOR LEGAL DESCRIPTION “

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

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.

C & D Rentals, LLC

Donald L. Stroup

Cynthia S. Stroup

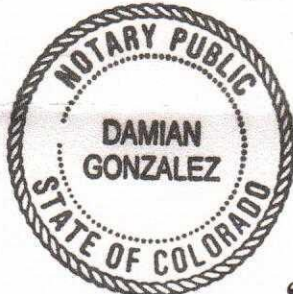
STATE OF MISSOURI

COUNTY OF MCDONALD

On this 9 day of OCTOBER, 2007 before me, the undersigned, a Notary Public in and for said County and State, personally appeared *1605 W 88TH AVE ARVADA, CO 80005 of C & D Rentals, LLC, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and the free act and deed of the said C & D Rentals, LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year in this certificate above written.

*Donald L. Stroup and Cynthia E. Stroup, managing members



My Commission Expires Oct. 7, 2009

NOTARY PUBLIC

OCT 7, 2009
MY COMMISSION EXPIRES

"LEGAL DESCRIPTION"

TRACT 1:

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Southeast corner of said Section 17; thence North along the East line of Section 17, 1807.21 feet; thence South 89 degrees 37 minutes 50 seconds West 27.67 feet to the West right of way line of Rte. 59; thence South 89 degrees 37 minutes 50 seconds West 728.49 feet (m. South 89 degrees 36 minutes 32 seconds West 728.21 feet); thence South 0 degrees 14 minutes 43 seconds West 162.79 feet to the point of beginning; thence North 89 degrees 57 minutes 45 seconds East 61.96 feet; thence South 89 degrees 43 minutes East 100.79 feet; thence North 1.57 feet; thence North 89 degrees 37 minutes 50 seconds East 267.70 feet; thence South 0 degrees 14 minutes 43 seconds West 163.03 feet; thence South 89 degrees 37 minutes 50 seconds West (m. South 89 degrees 46 minutes 05 seconds West) 446.53 feet; thence North 0 degrees 06 minutes 04 seconds West 162.0 feet (m. North 0 degrees 08 minutes West 161.94 feet); thence North 89 degrees 48 minutes East 17.15 feet to the point of beginning; Subject to a waterline easement over and across the North 10 feet thereof; Subject to an ingress-egress and utility easement over and across the South 25 feet thereof.

Together and with and subject to the non exclusive rights of ingress and egress over and across the following described tract of land; a tract of land 50 feet in width, the centerline of which is described as follows: Commencing at the Southeast corner of Section 17, Township 24, Range 32, thence North along the East line of Section 17, 1482.42 feet to the point of beginning; thence South 89 degrees 37' 50" West 958.24 feet to the point of ending.

TRACT 2:

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Southeast corner of said Section 17; thence North along the East line thereof 1807.21 feet; thence South 89 degrees 37 minutes 50 seconds West 27.67 feet to the West right of way of Rte. 59; thence South 89 degrees 37 minutes 50 seconds West (m. South 89 degrees 36 minutes 32 seconds West) 322.75 feet to the point of beginning; thence South 0 degrees 14 minutes 43 seconds West 117.53 feet; thence North 89 degrees 36 minutes 32 seconds East 25.0 feet; thence South 0 degrees 14 minutes 43 seconds West 45.36 feet; thence South 89 degrees 37 minutes 50 seconds West 267.70 feet; thence South 1.57 feet; thence North 89 degrees 43 minutes West 100.79 feet; thence South 89 degrees 57 minutes 45 seconds West 61.96 feet; thence North 0 degrees 14 minutes 43 seconds East 162.79 feet; thence North 89 degrees 37 minutes 50 seconds East (m. North 89 degrees 36 minutes 32 seconds East) 405.46 feet to the point of beginning; Subject to an ingress-egress and utility easement over and across the North 25 feet thereof.

Together and with and subject to the non-exclusive rights of ingress and egress over and across a tract of land 50 feet wide the centerline of which is described as follows: Part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24, Range 32, described as beginning at a point on the East line of said Section 17, said point being 1807.21 feet North of the Southeast Corner thereof, thence South 89 degrees 37 minutes 50 seconds West 27.67 feet more or less to the West right of way line of Highway 71, the point of beginning of the herein described tract, thence South 89 degrees 37 minutes 50 seconds West 703.49 feet to the point of ending.

TRACT 3:

A part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the East Quarter Corner of Section 17, thence South 89 degrees 36 minutes 06 seconds West 630.58 feet; thence South 0 degrees 14 minutes 43 seconds West (m. South 0 degrees 15 minutes 42 seconds West) 329.43 feet; thence North 89 degrees 37 minutes 50 seconds East 328.07 feet; thence South 0 degrees 08 minutes 34 seconds East 351.41 feet to the point of beginning; thence North 89 degrees 37 minutes 50 seconds East 275.24 feet to the West right of way line of Rte. 59 (Old Rte. 71); thence South 0 degrees 01 minutes 23 seconds East along Rte. 59 162.79 feet; thence leaving Rte. 59 South 89 degrees 37 minutes 50 seconds West, 322.75 feet; thence North 0 degrees 08 minutes 34 seconds West, 162.79 feet; thence North 89 degrees 37 minutes 50 seconds East 47.85 feet to the point of beginning, Subject to right of way of Pella Lane and any existing easements.

Property Number

21-4.0-17-000-000-016.003

Owner - Mailing Address

WALKER, ELAINE TRUST
C/O:
2601 VALLEY VIEW DRIVE
SPRINGDALE AR 72762-0000

Situs Address

DBA:

Card 1 OF 1

02/16/2023

Tax ID#

1-805-530

Property Description

PT NE1/4 SE1/4 BEG 1807.21' N SE COR W 265' N 162.79' E 265' S 162.79' TO POB

Sec-Twp-Rng

Land Type

Lot Size

Calc Acre

17-24-32

RL

162.79X290.2

1.21

Book-Page

Date Acq

City

School

Road

Fire

Amb

Libr

College

Water

Neo

356-09590

1

4

5

1

0

0

TYPE

LAND

L ASSESS

#

AG LAND ACRES

GRADE

PER ACRE

VALUATION

RES		\$0
AGR		\$0
COMM		\$25,660
VAC		\$0
TOTALS		\$25,660

WALKER, ELAINE TRUST
C/O:
2601 VALLEY VIEW DRIVE
SPRINGDALE AR 72762-0000

LAND DATA

CLASS TYPE

DEPTH

UNIT PRICE

DEPTH FAC

ADJ FAC

ADJ AMT

VALUATION

3

8

0.0

12837.00

0.00

0.00

0.00

15533.00

IMPROVEMENTS

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
1	39-WHSE	1986	0	0	0	0	0	D/L	0	65	65	14.70	9.56	1.82	17.40	2880	2880	50112.00	4141	54252.50	70	70	37980.00
2	30-OFF	1986	0	0	0	0	0	E+/H	-8	97	89	21.18	18.85	1.82	34.31	600	600	20586.00	7164	27749.52	65	65	18040.00
5	18-ASPH	2000	0	0	0	0	0	0	0	0	0	0.72	0.72	1.82	1.31	8280	8280	10846.80	0	10846.80	80	80	8680.00

Property Number

21-4.0-17-000-000-016.028

Owner - Mailing Address

WALKER, ELAINE TRUST
C/O:
2601 VALLEY VIEW DRIVE
SPRINGDALE AR 72762-0000

Situs Address

DBA:

Card 1 OF 1
02/16/2023

Tax ID#

5-805-585

Property Description

BEG SE COR N 1807.21' W 756.16' S 162.79' TO POB E 240.96' N 157' E 267.70' S 163.03'
W 446.53' N 162' E 17.15' TO POB

Sec-Twp-Rng Land Type Lot Size Calc Acre

17-24-32 IT 1.74

Book-Page Date Acq City School Road Fire Amb Libr College Water Neo

356-09590 2007-10-15 5 5 10 0 4 5 1 0 6

TYPE	LAND VAL	AG LAND ACRES	GRADE	PER ACRE	VALUATION
RES					\$0
AGR					\$0
COMM	\$22,3				52,520
VAC					\$0
TOTALS	\$22,3				52,520

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
---	---------------	-------	----------	-----------

CLASS	TYPE	AVG	LAND DATA UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
3	8	0	12837.00	0.00	0.00	0.00	22336.00

IMPROVEMENTS

Bldg No.	Struct	Yr Built	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class RateCd	Class Units	Const Units	Total Units	Base Rate	Adj Rate	Index	SqFt Cost	Base Area	Adj Area	Base Cost	Extra Feat	Replace Cost	Phy Cond	Adj Cond	Appraised Value
4	84-STRB	1989	0	0	1	0	0	D/L	0	55	55	14.52	7.99	1.82	14.54	3500	3500	50890.00	5689	56579.32	75	62	35080.00
5	84-STRB	1991	0	0	1	0	0	D/L	0	55	55	14.52	7.99	1.82	14.54	3500	3500	50890.00	5689	56579.32	75	63	35510.00
6	16-FEN	1990	0	0	0	0	0	NA/O	0	0	0	4.50	4.50	1.82	8.19	550	550	4504.50	0	4504.50	70	70	3150.00
7	84-STRB	1995	0	0	1	0	0	D/L	0	54	54	14.52	7.84	1.82	14.27	3500	3500	49945.00	5917	55861.82	80	61	34080.00
8	84-STRB	1993	0	0	1	0	0	D/L	0	55	55	14.52	7.99	1.82	14.54	3500	3500	50890.00	5689	56579.32	80	60	33950.00

NOTICE OF OPEN MEETING

Notice is hereby given that the **Planning and Zoning Commission** will meet in regular session on **Tuesday, November 10, 2020 at 6:00 p.m.**, at the Neosho City Hall Council Chambers, 203 East Main Street, Neosho, Missouri.

AGENDA

REGULAR SESSION – PLANNING AND ZONING COMMISSION

The agenda of this meeting includes:

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Regular Session of October 13, 2020

NEW BUSINESS

1. Public hearing to consider the rezoning of a plot of land owned by Taylor Asset Management from “R-1” First Dwelling House District to “R-2” Second Dwelling House District.
2. Consider the rezoning of a plot of land owned by Taylor Asset Management from “R-1” First Dwelling House District to “R-2” Second Dwelling House District.
3. Public hearing to consider the annexation of property at 1062 Baxter St. into the city limits of Neosho as requested by James and Rhonda Ely.
4. Consider the annexation of property at 1062 Baxter St. into the city limits of Neosho as requested by James and Rhonda Ely.
5. Public hearing to consider the annexation of parcel No. 21-4.0-17-000-000-016.003 on Highway 59 as proposed by Elaine Walker Trust.
6. Consider the annexation of parcel No. 21-4.0-17-000-000-016.003 on Highway 59 as proposed by Elaine Walker Trust
7. Public hearing to consider amending Chapter 405 Zoning Regulations, Article II District Regulation, by repealing Section 405.120 District “C-2” General Business District and enacting a new Section 405.120 District “C-2” General Business District.
8. Public hearing to consider amending Chapter 405 Zoning Regulations, Article II District Regulations, by repealing Section 405.130 District “C-3” Commercial Business District and enacting a new Section 405.130 District “C-3” Commercial Business District.

9. Consider amending Chapter 405 Zoning Regulations, Article II District Regulations, by repealing Section 405.130 District "C-3" Commercial Business District and enacting a new Section 405.130 District "C-3" Commercial Business District.

ADJOURN: Representatives of the news media may obtain copies of this notice by contacting: Cheyenne Wright, City Clerk, 203 E. Main, Neosho, Missouri, (417-451-8050).

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Bill No. 2023-182: Contract with J&L Underground Construction for Opening and Closing at the IOOF Cemetery

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

- 1. Bill No. 2023-182 Contract with J L Underground Construction LLC RE Grave Opening and Closing 2023**
 - 2. CON - J L Underground Construction LLC Independent Contractor K RE grave opening and closing 2023**
 - 3. Bids for Opening and Closing of Burials**
-

PURPOSE:

To approve the contract with J&L Underground Construction for the opening and closing of burials at the Neosho IOOF Cemetery.

BACKGROUND:

Council approved the bid from J&L Underground Construction for the opening and closing of burials at the Neosho IOOF Cemetery. This will be a three-year contract.

RECOMMENDATION:

Staff recommends approving Bill No. 2023-182.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with J & L Underground Construction, LLC, a Missouri Limited Liability Company, for the purpose of providing grave opening and closing services at the Neosho IOOF Cemetery; 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 J & L Underground Construction, LLC, a Missouri Limited Liability Company, for the purpose of providing grave opening and closing services at the Neosho IOOF Cemetery, 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 _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2023 (“the Effective Date”), by and between the City of Neosho, Missouri (“City”), and J & L Underground Construction, LLC, a Missouri Limited Liability Company (“Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing grave opening and closing services at the Neosho IOOF Cemetery, 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 an independent contractor for the purpose of providing grave opening and closing services at the Neosho IOOF Cemetery, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Contractor has become the lowest and best Offeror for performing said services.

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 term of this Agreement is October 1, 2023 to September 30, 2026, unless terminated as provided herein.

2. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services specified in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A and Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Contractor agrees to provide grave opening and closing services at the Neosho IOOF Cemetery. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:

- a. Locate the grave at the Neosho IOOF Cemetery.
- b. If necessary, use plywood to prevent damage to sod due to heavy equipment or vehicles.
- c. If necessary, remove headstones or markers and replace them in the correct location after interment. If a cemetery stone must be moved for safe digging, a \$100.00 charge per hour will be assessed depending on the size of the cemetery stone and the difficulty in moving it.
- d. Remove sod in a way that will enable it to be replaced after interment.
- e. Excavate grave to a necessary depth to ensure that remains are buried beneath the

natural level of the ground surface and to a length and width that will easily accommodate the dimensions of the vault, casket, or urn.

- f. From time to time when excavating a grave, it may fill up with ground water or the adjacent grave may leak water into the opening in which case it may be necessary to use a water pump to dispose of water from the grave. When using a water pump to dispose of water from a grave, always have water running away from the grave as far as the hose permits. Avoid grave water contact with skin and use necessary personal protective equipment.
- g. If necessary, cover grave openings with planks and plywood to ensure the safety of the location.
- h. Contractor shall not perform any work during interment.
- i. Immediately following the service (after mourners have left), slowly backfill the grave, tamping the soil frequently, and leave a slight mound for the soil to settle. Replace the sod. Replace any removed headstones or markers in the correct location. Apply the sod that was removed. Clean up site.
- j. Contractor shall exercise reasonable care so as not to damage any headstones or markers. If Contractor damages a headstone or marker, it shall immediately notify City.

3. Costs and Payment. City shall pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. The grave opening and closing fee for traditional burial is \$700.00, unless it is a holiday or weekend, in which case the fee is \$800.00. The grave opening and closing fee for cremation is \$300.00, unless it is a holiday or weekend, in which case the fee is \$400.00. Contractor will submit a monthly invoice that City shall pay within thirty (30) days of receipt. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

4. 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.

5. 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.

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

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

7. 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Insurance. Contractor 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 City 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, 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>)

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 Contractor at the addresses as follows:

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

J & L Underground Construction, LLC
ATTN: John Lindsay
12013 Karma Ln
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. 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.

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

19. 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.

20. 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.

21. 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.

22. 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 date first above written.

CITY OF NEOSHO, MISSOURI

J & L UNDERGROUND CONSTRUCTION, LLC

Richard Davidson, Mayor

John Lindsay

ATTEST:

Cheyenne Wright, City Clerk

CURRENT FEES

	Current Opening & Closing Fee	J&L Underground Construction	Greathouse Backhoe
Cremation	\$280.00	\$300.00	\$350.00
Weekend or Holiday Burial	\$380.00	\$400.00	\$450.00
After 4pm any day of the week	\$380.00	\$300.00	\$450.00
If it is after 4pm and on a Weekend or Holiday	\$380.00	\$400.00	\$500.00
Traditional Burial	\$600.00	\$700.00	\$600.00
Weekend or Holiday Burial	\$600.00	\$800.00	\$750.00
After 4pm any day of the week	\$600.00	\$700.00	\$700.00
If burial is after 4pm and on a Weekend or Holiday	\$600.00	\$800.00	\$750.00

BID FORM

Description: (To be completed by bidding party)

This includes Clean up + Restore of ground back to being Able to Mow. Does not include Moving grave Stone that will be A hourly charge of \$100.00 hr if grave can not be dug safely Due to space. Committing to provide Dumpsite for extra spoils and fresh Black Dirt. You will be Able to Mow when we Are complete. All insurance is on file - with Neosho and Bonds. And we have done work for IOOF - When your last guy was ^{on vacation}.

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

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: J + L Under ground Construction

ADDRESS: 12013 Kermans Ln

PHONE: 417-456-0551 - or 417-455 1221

EMAIL: JandL UndergroundConstruction@gmail.com

BY: 

May 24, 2023

City of Neosho
203 E Main
Neosho MO 64850

RE: John Lindsay
J & L Underground Construction LLC

To Whom It May Concern,

John Lindsay and his team have been preparing gravesites for King Cemetery for the past 5 years. During this time they have dug and finished approximately 25 gravesites.

John and his team have proven to be extremely proficient they are always available and on time, they do not destroy the grounds as they are digging new graves and they clean up after the burial and leave the site ready to seed.

We would highly recommend John Lindsay, J & L Underground Construction for grave digging.

Best regards,

TEllisTelford

Terry Ellis Telford
Trustee King Cemetery
12673 Ibex Rd
Neosho MO 64850
417-540-2678



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, May 31, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: IOOF Cemetery Opening and Closing of Graves

Please label the envelope: **IOOF Cemetery Opening and Closing of Graves**

Questions concerning the specifications and bid procedure should be directed to Cheyenne Wright, City Clerk, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

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

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

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

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

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

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

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

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

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

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

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

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

*City of Neosho Business License required

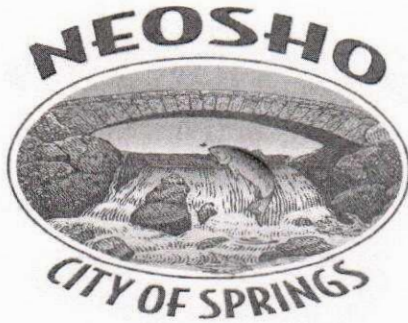
*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,

David Kennedy
City Manager



City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Richard Greathouse
P.O. Box 208
Sarcoxie, MO 64862

Keith Guinn
20738 Terrier Road
Stella, MO 64867

Jon Lindsey
12201 Hammer Road
Neosho, MO 64850

Dennis Garber
9402 State Hwy 96
Carthage, MO 64836

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Bill No. 2023-183: Contract with Magnegrip for Source Exhaust Fire Dept.

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-183 MagneGrip RE Source Capture Exhaust System
 2. MagneGrip Contract Source Capture Exhaust System
-

PURPOSE:

The purpose of this agenda item is to request approval from Council of a contract with Magnegrip and authorize the Mayor to sign it.

BACKGROUND:

Magnegrip is the company that was selected after the bid opening for the exhaust removal system to be installed in Fire Station 1 and Fire Station 2. The City Attorney has created the contract for the installation of the exhaust removal system and it has been approved by both parties. I am seeking Council approval for the Mayor to sign so we can begin the ordering and installation process of the system.

RECOMMENDATION:

Staff recommends Council approval of the Ordinance and for the mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Rossman Enterprises, Inc., an Ohio Corporation, d/b/a MagneGrip, for the purpose of providing construction services for fire department source capture exhaust systems for the not to exceed price of Ninety Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$97,998.00); 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 Rossman Enterprises, Inc., an Ohio Corporation, d/b/a MagneGrip, for the purpose of providing construction services for fire department source capture exhaust systems for the not to exceed price of Ninety Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$97,998.00), 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 _____.

Richard Davidson, 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 Rossman Enterprises, Inc., an Ohio Corporation, d/b/a MagneGrip, 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 providing construction services for fire department source capture exhaust systems, 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 providing construction services for fire department source capture exhaust systems, 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 one hundred fifty (150) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct fire department source capture exhaust systems.

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 Ninety Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$97,998.00) – the full amount 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 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.

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

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Intentionally omitted.

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

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, 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 City's then current fiscal year at the discretion of 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 City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

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

Rossman Enterprises, Inc.
ATTN: Maggie Rossman-Roach
11449 Deerfield Rd
Cincinnati, OH 45242

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

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Ninety Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$97,998.00) – the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Ninety Seven Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$97,998.00) – the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to

complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

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

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

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated

with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

CITY OF NEOSHO, MISSOURI

ROSSMAN ENTERPRISES, INC.

Richard Davidson, Mayor

Maggie Rossman-Roach, President

ATTEST:

Cheyenne Wright, City Clerk

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:

2017 Dodge Charger VIN: 2C3CDXAT1HH606423

2019 Dodge Charger VIN: 2C3CDXKT4KH637400

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 _____, 2023 by a vote of _____.

CITY OF NEOSHO

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: MoDOT Payment for 86 Hwy/Hammer Road Roundabout

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. MoDOT Letter for Roundabout Payment Request

PURPOSE:

To authorize additional payment to MoDot in the amount of \$ 120,451.25 for job # 7S3487, MO86 and Hammer roundabout project.

BACKGROUND:

The City of Neosho, in cooperation with MoDot, went into a cost share program to construct a roundabout at 86 and Hammer Road. MoDot solicited bids for this project. The amount being awarded is \$ 1,927,237.15 to be awarded on October 4th. This amount of \$ 120,451.25 is over the cost share amount, making Neosho responsible for this payment. In the upcoming budget, Council did approve an additional \$ 150,000.00 in the event the bid came in higher than originally expected.

RECOMMENDATION:

To approve the payment as requested.

September 22, 2023

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

Dear Mr. Kennedy,

After review of the bids for the Hammer Road project (MoDOT Job # 7S3487) and pursuant to the Missouri Highways and Transportation Commission Supplemental Cost Share agreement # 2022-04-69441, entered into by the Commission and the City of Neosho on June 27, 2022, an additional deposit is needed from the City of Neosho in the amount of one hundred twenty thousand four hundred fifty-one dollars and twenty-five cents (\$120,451.25) to cover the City's estimated costs.

Please review the attached information about MoDOT's Electronic Funds Transfer (EFT) process. This process will allow the City to make payments electronically instead of needing to mail a paper check, decreasing overall process time.

There will still be an overall reconciliation of project costs at the end of the project. MoDOT will pay up to a maximum of one million one hundred seventy-seven thousand one hundred ninety-six dollars (\$1,177,196) of total eligible project costs. The engineering, right-of-way acquisition and utility relocations are all being performed by the City of Neosho with the City receiving credit for that work. We will need documentation of the City's engineering, right-of-way, and utility costs (copies of invoices, payments, etc.) to verify the expenses and documentation in the file.

Please contact us if you have any questions about this agreement or request for payment.

Sincerely,



Frank Miller
District Planning Manager
Southwest District



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Authorization for City Manager to Sign Deeds-Storm Water Improvement Program

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

To authorize the City Manager to sign deeds for ARPA buyouts.

BACKGROUND:

The City of Neosho was awarded an ARPA grant to help mitigate flooding throughout town. In doing so, houses along the Hatchery Branch need to be purchased for the project. It was agreed upon by consensus to authorize the Mayor/City Manager to sign deeds. However, with current laws, I feel it best to have the Council vote authorizing this to be official.

RECOMMENDATION:

To authorize the City Manager to sign deeds as it relates to ARPA projects.

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Authorization of URA for Engineers

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Authorization of URA for Engineers

PURPOSE:

To request authorization by the City Manager to approve URA offers authorized by the city's engineer.

BACKGROUND:

The Uniform Relocation Assistance and Real Property Acquisition Act (URA) is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real estate or displace persons from their homes. The URA applies to the acquisition, rehabilitation, or demolition of real estate for federally funded projects, including the City's current flood / stormwater buyout project.

In addition to the fair market value of the property, the URA requires that, if applicable, the City make relocation payments, including moving expenses and replacement housing payments for the increased costs of renting or purchasing a comparable replacement dwelling. Generally speaking, replacement housing payments are limited to \$5,250 for 90-day or greater tenants and short-term owner-occupants, and \$22,500 for 180-day or greater owner-occupants.

The City's engineer, who is handling right-of-way acquisition for this project, is responsible for calculating any replacement housing payments based on a formula that relies on comparable sales/rentals.

Council previously authorized the City Manager to accept the purchase of flood / stormwater buyout properties for up to their appraised values, and staff now requests that authority be supplemented by also authorizing the City Manager to make URA relocation payments for up to the amount calculated by the City's engineer.

RECOMMENDATION:

To authorize the City Manager to approve URA offers authorized by the city's engineer.

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Authorization of URA for Engineers

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

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BACKGROUND:

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RECOMMENDATION:

To authorize the City Manager to approve URA offers authorized by the city's engineer.

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Hotel Feasibility Study

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT: None

PURPOSE:

To determine if the Council will authorize the City to conduct a Hotel Feasibility Study for a company showing interest in Neosho.

BACKGROUND:

The City of Neosho and Grow Neosho has met with a hotel franchise interested in investing in Neosho. It was discussed that prior to moving forward with discussions, a hotel feasibility study would need to be conducted by a third party, not one of the hotels or any potential investors. I have been told the study will cost around \$ 15,000.00 and I believe it could be used by other interested investors. This was not placed into the upcoming budget, so if authorized, an amendment would have to be presented to the Council.

Thanks for your consideration on this matter.

RECOMMENDATION:

To gain Council approval for a hotel feasibility study.

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Chapter 100 Bonds

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Chapter 100 Bonds

PURPOSE:

To provide information to the Council on Chapter 100 bonds being requested by Project Maize developers within the industrial park.

BACKGROUND:

The city has been approached by the owners of Project Maize and Grow Neosho regarding the utilization of Chapter 100 bonds for a project within the industrial park. The city has been in discussion with Gillmore & Bell who, if approved, would work with the city on this project.

Gillmore & Bell and the owner of Project Maize will be in attendance to provide information/details on these bonds as well as provide information on the company and what it will provide for Neosho.

If this is something the Council is interested in entertaining, an agreement with Gillmore & Bell will need to be presented later.

RECOMMENDATION:

Guidance from Council on Chapter 100 bonds.

REQUESTED COUNCIL MEETING DATE: October 3, 2023

ITEM: Chapter 100 Bonds

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

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BACKGROUND:

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If this is something the Council is interested in entertaining, an agreement with Gillmore & Bell will need to be presented later.

RECOMMENDATION:

Guidance from Council on Chapter 100 bonds.