

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Friday, November 3, 2023

Notice is hereby given that the Neosho City Council will meet in regular session on TUESDAY, NOVEMBER 7, 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. October 17, 2023 Open Session Council Minutes
2. October 17, 2023 Closed Session Council Minutes
3. October 27, 2023 Special Session Minutes
4. October 27, 2023 Closed Session Minutes

UNFINISHED BUSINESS

1. Chapter 100 Bonds

VISITOR'S BUSINESS

BIDS

1. Traffic Light Processor Bell Camera Replacement
2. 2" Bulk Water Kiosk Station
3. Commercial Paper Shredder
4. Senior Center Flooring
5. Parks Department Tractor and Finish Mower
6. Morse Park Restroom
7. Idemia LiveScan System Purchase

NEW BUSINESS

1. Bill No. 2023-185: Contract with Blue Valley Public Safety
2. Bill No. 2023-186: Contract with Branco Enterprises for Morse Park Restroom
3. Bill No. 2023-187: Contract with CSG for Senior Center Flooring
4. Bill No. 2023-188: Renewal of a Special Use Permit for 400 S. Jefferson St. (Body Art

November 7, 2023 City Council Meeting

Pros)

5. Bill No. 2023-189: Idemia Fingerprint machine and software agreement to purchase.
6. Demolition Project (Schaffer Building)
7. Gospel Lighthouse Church Sign

REPORT OF CITY OFFICERS

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.
Section 610.021 (3) RSMo...Hiring, firing, disciplining or promoting an employee of a public governmental body.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
October 3, 2023 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Tye Zola opened with prayer and Mayor Davidson 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:

Ashton Robinson, Tom Workman, Julie Humphrey, Richard Davidson, Carl Cobb

COUNCIL ABSENT:

Angela Thomas and Charles Collinsworth were absent.

CITY OFFICERS PRESENT:

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

Mayor Pro Tempore Robinson made a motion to Excuse Councilwoman Thomas; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

APPROVAL OF AGENDA

Mayor Pro Tempore Robinson made a motion to Amend the agenda to move New Business; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

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

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Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Workman made a motion to Approve the Consent Agenda as amended to include the following items:

September 19, 2023 Open Session Minutes

September 19, 2023 Closed Session Minutes

September 27, 2023 Special Session Minutes

Bill No. 2023-176

Bill No. 2023-179

Bill No. 2023-180

Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

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

NEW BUSINESS

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

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.

Attorney Paul read Bill No. 2023-181 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-181; Councilwoman Humphrey seconded.

Development Services Director addressed the city council stating that the purpose of this agenda item is to correct the annexation of the property listed on the ordinance at Hwy 59 South for Elaine Walker Trust. It came to staff's attention that there was an issue with the annexation of a

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

Roll call vote:

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

No: None

Abstain: None

Passed.

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

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.

Attorney Paul read Bill No. 2023-182 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2023-182;
Councilman Cobb seconded.

City Clerk Wright addressed the city council stating that the purpose of this agenda item is to approve the contract with J and L Underground Construction for the opening and closing of the burials at the Neosho IOOF Cemetery. Council approved J and L during the June 6, 2023 council meeting as the contractor for opening and closing the burials at the Neosho IOOF Cemetery.

Roll call vote:

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

No: None

Abstain: None

Passed.

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

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.

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Attorney Paul read Bill No. 2023-183 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2023-183; Councilman Workman seconded.

Fire Chief Houk addressed the city council stating that the purpose of this agenda item is to seek approval for the contract with Magnegrip. This is the company that was approved during the September 5, 2023 council meeting to install the exhaust removal system at fire station one and two.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2023-184: Surplus PD Vehicles

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

Attorney Paul read Bill No. 2023-184 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2023-184; Councilman Workman seconded.

Police Chief Baird addressed the city council stating that the purpose of this agenda item is to seek council's approval for surplus two Dodge Charger police vehicles.

Roll call vote:

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

No: None

Abstain: None

Passed.

Chapter 100 Bonds

Sid Douglas with Gilmore & Bell addressed the city council explaining what Chapter 100 Bonds are and how they work.

Property Tax Abatement Under Chapter 100 RSMO

The following materials were prepared by the public finance law firm of Gilmore & Bell, P.C. Gilmore & Bell is one of the leading public finance law firms in the United States. The firm specializes in public finance transactions, serving as bond counsel or underwriters' counsel in a wide variety of tax-exempt and taxable financings and providing tax and arbitrage rebate services

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in connection with tax-exempt financings. The firm also provides advice to cities, counties and states regarding economic development incentives, administers special taxing districts and handles securities law matters. Gilmore & Bell has more than 50 attorneys and six offices, located in St. Louis and Kansas City, Missouri, Wichita, Kansas, Omaha, Nebraska, Edwardsville, Illinois, and Salt Lake City, Utah.

I. INTRODUCTION

General

Cities, counties, towns and villages in Missouri are authorized, pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 to 100.200 of the Revised Statutes of Missouri (the “Act”) to issue revenue bonds to finance projects for private corporations, partnerships and individuals. There are two primary reasons to issue revenue bonds under the Act. First, if the bonds are tax-exempt, it may be possible to issue the bonds at lower interest rates than those obtained through conventional financing. Second, even if the bonds are not tax-exempt, ad valorem taxes on bond-financed property may be abated so long as the bonds are outstanding. Such tax abatement may result in a significant financial benefit to a company. This memo focuses primarily on the issuance of taxable industrial development bonds issued for the purposes of the abatement of ad valorem taxes.

Types of Projects

The Act permits any city, county, town or village (referred to herein as a “Municipality”) to issue bonds to finance the costs of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, services facilities which provide interstate commerce and industrial plants. Article VI, Section 27(b) of the Missouri Constitution also authorizes such bonds to be issued for other types of commercial facilities. In connection with such projects, the bond proceeds may be used to finance land, buildings, fixtures and machinery.

Revenue Bonds

Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The Municipality applies the proceeds from the sale of the bonds to purchase, construct, improve or equip an eligible project. In exchange, the company promises to make payments that are sufficient to pay the principal and interest on the bonds as they become due. Thus, the Municipality merely acts as a conduit for the financing.

II. TAXATION OF BOND-FINANCED PROPERTY

Property Tax Exemption

Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Missouri Revised Statutes, all property of any political subdivision is exempt from taxation. In a typical revenue bond transaction, the Municipality holds fee title to the project and leases the project to the company benefitting from the tax abatement. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968)(en banc) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966)(en banc). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation and personal property taxation so

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long as the bonds are outstanding. Bonds may be issued to finance real property, personal property, or both.

The Municipality and the company may determine that partial tax abatement – but not full tax abatement – is desirable. If partial tax abatement is offered, the Municipality and the company will enter into an agreement for the company to make payments in lieu of taxes equal to the difference between the abatement amount and the taxes otherwise due. The amount of payments in lieu of taxes is negotiable to any amount. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the Municipality and to each political subdivision in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Effective August 28, 2018, ambulance, fire protection districts and counties imposing a property tax for the purpose of operating a 911 center providing emergency or dispatch services can annually set a reimbursement rate between 50% and 100% of the amount of their entities' *ad valorem* real property tax revenues they would have received in the absence of tax abatement prior to the time the assessment is determined. If a plan is amended, these entities have the right to recalculate their reimbursement.

Sales Tax Exemption

Under Section 144.054.3 of the Missouri Revised Statutes, a company may apply to the Missouri Department of Economic Development (“Department of Economic Development”) to receive a sales tax exemption on all personal property purchased through a revenue bond transaction. According to the Department of Economic Development, to receive this exemption, the personal property must qualify as a “project” under the Act, which includes: (1) warehouses, (2) distribution facilities, (3) research and development facilities, (4) office industries, (5) agricultural processing industries, (6) service facilities that provide interstate commerce, and (7) industrial plants, including the associated real estate, building, fixtures, and machinery. Additionally, the personal property that is classified as machinery and used directly in a manufacturing process is entitled to a sales tax exemption without prior approval from the Department of Economic Development.

The municipality may also furnish the company with a sales tax exemption certificate, so that materials used in constructing any real property improvements can be exempt from sales taxes.

III. STRUCTURE OF THE TRANSACTION

Issuance and Sale of Bonds

The Municipality issues its bonds pursuant to a trust indenture entered into between the Municipality and a bank or trust company acting as trustee. Revenue bonds, like issues of conventional corporate securities, are sold by two basic methods – public offerings or private placements. If the company has access to the regional or national securities markets, it may retain an investment banker as underwriter and sell the bonds publicly. The size and financial condition of the company are the primary factors that determine the company's ability to utilize a public offering. As an alternative to a public offering, the company may wish to place the bonds with a sophisticated purchaser. A private placement is very similar to a long-term bank loan. If bonds are being issued at a taxable interest rate for the sole purpose of receiving tax abatement, it is common for the company or the company's commercial lender to purchase the bonds. The bond

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proceeds are deposited with the trustee bank in a separate trust account to be used to purchase and construct the project.

Conveyance of Property to Municipality and Lease-Back to Company

Concurrently with the closing of the bonds, the company will convey to the Municipality title to the site on which the industrial development project will be located. The Municipality must be the legal owner of the property while the bonds are outstanding in order for the property to be eligible for tax abatement. At the same time, the Municipality will lease the project site, together with all improvements thereon (including the project), back to the Company pursuant to a lease agreement. The lease agreement will require the company acting on behalf of the Municipality, to use the proceeds of the bonds to purchase and construct the project. The company will be unconditionally obligated to make payments to the trustee in amounts that will be sufficient to pay principal and interest on the bonds as they become due.

Under the lease agreement, the company typically: (a) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (b) agrees, at its own expense, to maintain the project, pay all taxes and assessments with respect to the project and maintain adequate insurance; (c) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (d) may assign its interests under the agreement or sublease the project while remaining responsible for payments under the agreement; (e) covenants to maintain its corporate existence during the term of the bond issue; and (f) agrees to indemnify the Municipality for any liability the Municipality might incur as a result of its participation in the transaction.

Payments in Lieu of Taxes

If the Municipality and the company determine that partial tax abatement is desirable, the Municipality and the company will enter into an agreement providing for the company to make “payments in lieu of taxes” to the Municipality and other taxing entities. The amount of payments in lieu of taxes is negotiable.

IV. PROCEDURE FOR ISSUING BONDS

The following is a summary of the basic steps required for the issuance of taxable bonds under the Act for the purpose of providing tax abatement:

Approval of the Project

Upon a determination by the Municipality to proceed with the financing, the Municipality normally adopts a resolution (referred to as a “resolution of intent” or “inducement resolution”) stating the Municipality’s willingness and intent to issue bonds for the project. Thereafter, the Municipality must provide notice to each taxing district of the Municipality’s intent to approve a “plan for industrial development” for the project. The plan must identify the primary terms of the proposed transaction, and must include a cost-benefit analysis that shows the impact of the proposed tax abatement on each taxing district.

Preparation of Legal Documents

Gilmore & Bell prepares the basic legal documents necessary for the bond issue, as described in “Structure of the Transaction” above. These documents will be reviewed by and supplemented with information and comments received from the parties to the financing, including the Municipality, the company, the trustee bank, any bank or any investment banker that may be involved and their respective counsel.

Approval of Documents and Issuance of Bonds

October 3, 2023 Council Minutes

After an investment banker or other purchaser (which may be the company) has agreed to purchase the bonds, the final details of the bond issue are determined and the basic documents will be finalized. The Municipality and the company will each adopt resolutions approving the legal documents and authorizing the issuance of the bonds at the specified interest rates and terms.

Preparation of Closing Documents

In addition to the basic legal documents discussed above, numerous other “closing documents” are necessary for the closing of a bond issue. Such documents include certificates relating to the existence of authority to execute and deliver documents and the absence of material litigation, corporate resolutions, opinions of counsel and evidence of payment for and receipt of the bonds. Gilmore & Bell will assist in the preparation and collection of the necessary closing documents.

Closing

The last step in the transaction is the closing itself, at which the Municipality delivers the bonds to the purchaser in exchange for payment of the purchase price of the bonds. The bond proceeds are paid over to the trustee bank, to be disbursed in accordance with the provisions of the trust indenture to pay the costs of the project. At the closing, Gilmore & Bell will deliver to the bond purchasers its opinion to the effect that the bonds have been validly issued under applicable state law and, if applicable, that the interest on the bonds is exempt from state and federal income taxation.

V. ADVANTAGES OF REVENUE BOND FINANCING

From the Municipality’s standpoint, industrial development revenue bond financing is a useful tool to induce responsible new industries to locate in the area, as well as encouraging companies already in the area to remain, by assisting them in improving their present facilities or in building new ones. The end result is often a combination of increased job opportunities, existing job retention and large-scale capital investment.

From the company’s standpoint, the principal advantage of industrial development revenue bond financing depends on the purpose for which the bonds are being issued. The company can receive significant financial incentives in the form of property and/or sales tax abatement on the bond-financed property. Additionally, if the bonds are tax-exempt, the cost of funds provided by revenue bonds generally is significantly below that of other alternatives because the interest paid to holders of such bonds is exempt from federal and state income taxation.

The company would be the purchaser of the bonds. The city has no financial risk.

Sales tax exemption for equipment purchases.

The company indemnify the city for any fees and such for the project and assets.

Discussion was held.

Dusty Turner from Project Maize presented his company to the council.

Mayor Davidson asked council to send all questions regarding Chapter 100 Bonds to the city manager and city attorney, and then to place this agenda item on the October 17th council meeting to go over all questions.

MoDOT Payment for 86 Hwy/Hammer Road Roundabout

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

The city manager asked for authorization to sign documents related to closing on the properties for the storm water improvement program. There are ten (10) houses for this project that have buyouts.

Councilman Cobb made a motion to Approve the City Manager to sign documents for the storm water improvement program; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Authorization of URA for Engineers

The City Manager explained the Uniform Relocation Assistance requirement for housing buyouts and stated that it is based on properties that are comparative to the property that the city will be buying. To make this part move forward quicker, staff is requesting that the city council approve the city manager to authorize any over the cap amounts.

Councilman Cobb made a motion to Approve the City Manager to authorize the URA from the engineers; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Hotel Feasibility Study

City Manager Kennedy stated that a hotel approached the city and is interested in building here. However, they do need to have a feasibility study to show this to their investors. They asked if the city would be interested in moving forward with this study. The city manager looked into the hotel feasibility study and found the cost to be around \$15,000. Staff would like to see if council wants staff to do this study. If the city performs this study, then we keep the data and can share that data with any other possible hotels.

By a consensus of council that the city move forward with this study.

REPORT OF CITY OFFICERS

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Update from Alliance Water Resources on DNR Letter

Ken Brady, Alliance Resource Manager, updated the council on the letter that was received from DNR. There were a couple of items that they noted in their letter that needed fixed.

The trickling facilities do not work well in the winter, so staff will watch the temperatures closer and move distribution thru the Shoal Creek Plant before moving it to the water tank.

CLOSED SESSION

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

Councilwoman Humphrey made a motion to go into Closed Session under Section 610.021 (1); Councilman Workman seconded.

Roll call vote:

Yes: Richard Davidson, Tom Workman, Julie Humphrey, Ashton Robinson

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson closed open session at 8:20 p.m.

Mayor Pro Tempore reopened the meeting at 8:41 p.m. and announced that no votes were taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tempore Robinson closed the October 3, 2023 Council Meeting at 8:42 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

October 3, 2023 Council Minutes
City Clerk

MINUTES
NEOSHO CITY COUNCIL
October 27, 2023 - 2:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Pro Tem Robinson called the meeting to order at 2 p.m.

ROLL CALL

COUNCIL PRESENT:

Carl Cobb, Angela Thomas, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Tom Workman and Richard Davidson was present via conference line for closed session.

COUNCIL ABSENT:

None were 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 Cobb made a motion to Approve the Agenda; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

CLOSED SESSION

Mayor Pro Tem Robinson asked for a motion to go into closed under Section 610.021 (1) RSMo...

Councilman Cobb made a motion to go into closed under Section 610.021 (1); Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson closed the open session at 2:04 p.m.

October 27, 2023 Special Session Minutes

The council returned to open session at 2:22 p.m. and Mayor Pro Tem Robinson stated that one vote was taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson adjourned the October 27, 2023 Special Session Council Meeting at 2:22 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Traffic Light Processor Bell Camera Replacement

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bid documents and bids recieved

PURPOSE:

To seek the Council's approval to purchase two new cameras and video processors for the traffic lights on Hwy 59.

BACKGROUND:

The video processor at Clemons and 59 Hwy is nonresponsive and is currently obsolete. To upgrade to the newest version, the camera will need to be replaced at the same time. While upgrading the traffic light at Clemons, staff felt like it would be best to upgrade the traffic light at Industrial as well.

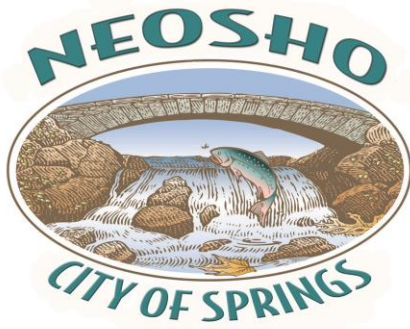
We sent out multiple bid packets and received two back.

Midwest Traffic Signal Services total bid: \$47,500.00 installed

Cubic, ITS total bid: \$27,466.00 equipment only

RECOMMENDATION:

Staff recommends the Council approve the bid from Cubic, ITS for the purchase of equipment only, for \$27,466 due to the fact it's a direct replacement and the lower cost.



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 **Friday, October 20th, 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: Traffic Light Processor Bell Camera replacement

Please label the envelope: Traffic Light Processor Bell Camera replacement

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

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

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

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

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

1. Bodily injury 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 the City Code which states:

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler
Public Works Director
Neosho, MO

SPECIFICATIONS

The City of Neosho is seeking bids for two new traffic light processors, two bell cameras, all hardware, communication system, and labor for them to be installed at two locations. The current processor is a Gridsmart GSII

I. General Information

A. Project Location: The project is located at the following locations. Industrial Dr. and Hwy 59, and Clemons Dr. and Hwy 59.

II. Scope of Work

A. Traffic Light Processor Replacement:

1. Remove and dispose of existing traffic light processors and associated equipment.
2. Supply and install new, state-of-the-art traffic light processors at specified intersections.
3. Ensure compatibility with existing traffic signal equipment.
4. Program and configure new processors to meet traffic management needs, including timing and coordination.
5. Provide testing and commissioning services to ensure proper functionality.
6. Include any available trade-in value of the existing processor.

B. Bell Camera Replacement:

1. Remove and dispose of the existing bell camera and related components.
2. Supply and install new bell cameras at specified intersections, conforming to industry standards and local regulations.
3. Ensure proper synchronization with the traffic signal system.
4. Conduct testing and commissioning to ensure that the bell cameras function as intended.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the bell cameras.
6. Include any available trade-in value of the existing bell cameras.

C. Communication System:

1. Supply and install a new communication system that integrates with the traffic light processors and facilitates real-time communication between intersections.
2. Ensure that the communication system meets industry standards for reliability, speed, and data security.
3. Program and configure the communication system to support traffic management needs, including data exchange, remote monitoring, and control.
4. Provide testing and commissioning services to ensure the proper functioning of the communication system.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the communication system.

III. Technical Requirements

A. Equipment Specifications:

1. Traffic light processors must meet the City of Neosho's technical specifications, including compatibility with existing infrastructure and communication systems.
2. Bell cameras must meet industry standards and local regulations for visibility, durability, and functionality.
3. All equipment supplied must be new and of high quality, with warranties and support from the manufacturer.

B. Compliance: The Contractor shall comply with all local, state, and federal regulations, codes, and standards related to traffic signal equipment installation and replacement.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Start Date: _____

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

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

COMPANY: _____

SIGNED BY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

Now this ____ day of _____, 20____, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

_____ (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

_____. (Name of business entity, same as above)

4. I state and affirm that _____ is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, _____ does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

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

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

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

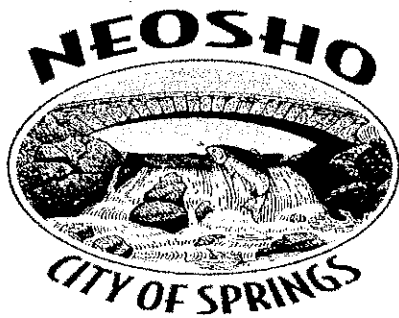
(Signature)

On this ____ day of _____ in the year 20____, before me, _____
a Notary Public in and for said State, personally appeared _____, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Notary Public

My Commission Expires



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 **Friday, October 20th, 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: Traffic Light Processor Bell Camera replacement

Please label the envelope: Traffic Light Processor Bell Camera replacement

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

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

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

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

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

1. Bodily injury 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).

SPECIFICATIONS

The City of Neosho is seeking bids for two new traffic light processors, two bell cameras, all hardware, communication system, and labor for them to be installed at two locations. The current processor is a Gridsmart GSII

I. General Information

A. Project Location: The project is located at the following locations. Industrial Dr. and Hwy 59, and Clemons Dr. and Hwy 59.

II. Scope of Work

A. Traffic Light Processor Replacement:

1. Remove and dispose of existing traffic light processors and associated equipment.
2. Supply and install new, state-of-the-art traffic light processors at specified intersections.
3. Ensure compatibility with existing traffic signal equipment.
4. Program and configure new processors to meet traffic management needs, including timing and coordination.
5. Provide testing and commissioning services to ensure proper functionality.
6. Include any available trade-in value of the existing processor.

B. Bell Camera Replacement:

1. Remove and dispose of the existing bell camera and related components.
2. Supply and install new bell cameras at specified intersections, conforming to industry standards and local regulations.
3. Ensure proper synchronization with the traffic signal system.
4. Conduct testing and commissioning to ensure that the bell cameras function as intended.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the bell cameras.
6. Include any available trade-in value of the existing bell cameras.

C. Communication System:

1. Supply and install a new communication system that integrates with the traffic light processors and facilitates real-time communication between intersections.
2. Ensure that the communication system meets industry standards for reliability, speed, and data security.
3. Program and configure the communication system to support traffic management needs, including data exchange, remote monitoring, and control.
4. Provide testing and commissioning services to ensure the proper functioning of the communication system.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the communication system.

III. Technical Requirements

A. Equipment Specifications:

1. Traffic light processors must meet the City of Neosho's technical specifications, including compatibility with existing infrastructure and communication systems.
2. Bell cameras must meet industry standards and local regulations for visibility, durability, and functionality.
3. All equipment supplied must be new and of high quality, with warranties and support from the manufacturer.

B. Compliance: The Contractor shall comply with all local, state, and federal regulations, codes, and standards related to traffic signal equipment installation and replacement.

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 the City Code which states:

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler
Public Works Director
Neosho, MO

BID FORM

Description: (To be completed by bidding party)

SINGLE CAMERA VEHICLE DETECTION INCLUDING UP TO 64
ZONES EACH.

- CAMERA
- BRACKET W/ MOUNTING HARDWARE
- CABLE (CASE)
- MODULE & PROCESSOR

Price(s) for unit(s) meeting enclosed specifications: \$27,466 - INCLUDES TWO COMPLETE
SYSTEMS - (THIS IS FOR

F.O.B. Neosho, MO

Projected Start Date: _____

EQUIPMENT
ONLY)

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

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

COMPANY: CUBIC, ITS.

SIGNED BY: JOHN KAUFMAN

ADDRESS: 482 SUNSET RD.

LAKE OZARK, MO 65049

EMAIL: JOHN.KAUFMAN@CUBIC.COM

PHONE: 502-667-3636

BID FORM

Description: (To be completed by bidding party)

Install Provision Detection System at 2 locations consisting of
processor, Bell Camera & communication's. Equipment provided by
Mid-America Signal with turn-on assistance. Midwest to Furnish provided
equipment and install at Hwy 59 & Industrial & Hwy 59 & Clemons

Price(s) for unit(s) meeting enclosed specifications: 1 LS - \$47,500⁰⁰ -

F.O.B. Neosho, MO Between
Projected Start Date: 12-15-23 to 1-15-24 - or about 30-45 days after council
award

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

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

COMPANY: Midwest Traffic Signal Services LLC

SIGNED BY: Dave

ADDRESS: 1705 Ridgeway Dr
Nixa MO 65714

EMAIL: daveewing@midwesttss.com or Kelly.herron@midwesttss.com

PHONE: 417. 827. 1490

SPECIFICATIONS

The City of Neosho is seeking bids for two new traffic light processors, two bell cameras, all hardware, communication system, and labor for them to be installed at two locations. The current processor is a Gridsmart GSII

I. General Information

A. Project Location: The project is located at the following locations. Industrial Dr. and Hwy 59, and Clemons Dr. and Hwy 59.

II. Scope of Work

A. Traffic Light Processor Replacement:

1. Remove and dispose of existing traffic light processors and associated equipment.
2. Supply and install new, state-of-the-art traffic light processors at specified intersections.
3. Ensure compatibility with existing traffic signal equipment.
4. Program and configure new processors to meet traffic management needs, including timing and coordination.
5. Provide testing and commissioning services to ensure proper functionality.
6. Include any available trade-in value of the existing processor.

B. Bell Camera Replacement:

1. Remove and dispose of the existing bell camera and related components.
2. Supply and install new bell cameras at specified intersections, conforming to industry standards and local regulations.
3. Ensure proper synchronization with the traffic signal system.
4. Conduct testing and commissioning to ensure that the bell cameras function as intended.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the bell cameras.
6. Include any available trade-in value of the existing bell cameras.

C. Communication System:

1. Supply and install a new communication system that integrates with the traffic light processors and facilitates real-time communication between intersections.
2. Ensure that the communication system meets industry standards for reliability, speed, and data security.
3. Program and configure the communication system to support traffic management needs, including data exchange, remote monitoring, and control.
4. Provide testing and commissioning services to ensure the proper functioning of the communication system.
5. Provide documentation and training to the City of Neosho personnel regarding the operation and maintenance of the communication system.

III. Technical Requirements

A. Equipment Specifications:

1. Traffic light processors must meet the City of Neosho's technical specifications, including compatibility with existing infrastructure and communication systems.
2. Bell cameras must meet industry standards and local regulations for visibility, durability, and functionality.
3. All equipment supplied must be new and of high quality, with warranties and support from the manufacturer.

B. Compliance: The Contractor shall comply with all local, state, and federal regulations, codes, and standards related to traffic signal equipment installation and replacement.

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Christian)

Now this 19 day of October, 2023 the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

Midwest Traffic Signal Services, LLC (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Midwest Traffic Signal Services LLC (Name of business entity, same as above)

4. I state and affirm that Midwest Traffic Signal Services LLC is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, Midwest Traffic Signal Services, LLC does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Midwest Traffic Signal Services, LLC has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

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

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

David Ewing member
Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

David Ewing
(Signature)

On this 19 day of October in the year 2023, before me, Kelly M. Herren
a Notary Public in and for said State, personally appeared David Ewing, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Kelly M. Herren
Notary Public



My Commission Expires 9/21/26

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: 2" Bulk Water Kiosk Station

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT: None

PURPOSE:

To seek the Council approval for the purchase of a new Bulk Water Kiosk Station

BACKGROUND:

Currently, the fill station at the Public Works Facility is a self-serve fire hydrant for purchasing bulk water. This is an unmanned fill point with a pad and paper used for the recording of how much each customer takes. The new kiosk will allow a more accurate way to keep accounts current and nonpayment accounts restricted from further use when no payment has been received.

We sent out two bids and received two back.

EleMech Inc. total bid:

Flowpoint Systems. total bid:

RECOMMENDATION:

Staff recommends the Council approve the bid from EleMech Inc. for the amount of \$

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Commercial Paper Shredder

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Commercial Paper Shredder Bid

PURPOSE:

To seek the Council's approval to purchase a new commercial paper shredder for the Recycle Center.

BACKGROUND:

This purchase will allow the Recycle Center the ability to shred documents for every department within the City of Neosho. In the past this was something each department had to pay for. This will help save money as well as provide another revenue resource for the Recycle Center.

We sent out multiple bids and received five back.

Indoff, 4108 commercial shredder total bid: \$14,799.99

Whitaker Brothers Business Machines, 4108 commercial shredder total bid: \$12,196.78

1st Choice Document DestructionAMS-750CC commercial shredder total bid: \$27,680.00
AMS-1000 \$28,980.00

Sumner One, 4108 commercial shredder total bid: \$16,077.65

Santa Fe Service and Sales Inc, 4108 commercial shredder total bid: \$17,225.00

RECOMMENDATION:

Staff recommends the Council approve the bid from Whitaker Brothers Business Machines for the total amount of \$12,196.78

BID SPECIFICATIONS:

The bid packet is for the purchase of: **Commercial paper shredder**
It must meet or exceed the following expectations

- **Security Level:** Level 3/P-4
- **Shred Particle Size:** 6 mm x 50 mm (1/4" x 2")
- **Sheet Capacity:** Up to 65-82 sheets*
- **Throat Width:** 16-1/8 inches
- **Shred Speed:** 53 feet/min.
- **Bin Volume:** 79 gallons
- **Continuous Duty:** Yes
- **220 V 3-phase**
- **Automatic oiler**
- **Conveyor Feed**
- **Automatic reverse and re-feeding in case of paper jams**

Shred Bid Opening - 10.26 @ 9AM

* Whitaker Brothers - \$12,196.78

* 1st Choice Destruction -

- AMS-750CC Series 1 crosscut - \$27,680

- AMS-1000CC Series 1 crosscut - \$28,980

* Indoff - \$14,799.99

* Summer One - \$16,077.65

- all installation is included in pricing.

* Santa Fe Service - \$17,225

Present:

Summer One

Santa Fe Service

Description: (To be completed by bidding party)

We would like to offer our MBM Destroyit 4108 Cross Cut Shredder .25 x 2 Inches

which meets the exact specifications you have listed. Please see attached specification sheet.

In the event we are awarded this bid, we will send you an electrical certification form which
will need to be completed to verify that the appropriate electricals are in place to
accommodate the shredder.

Price(s) for unit(s) meeting enclosed specifications: \$12,196.78

F.O.B. Neosho, MO In stock and available to ship immediately upon receipt of confirmation
Projected Shipping Date: form above.

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: Whitaker Brothers Business Machines, Inc.

ADDRESS: 3 Taft Court, Rockville, MD 20850

PHONE: 800 243-9226 x 170

EMAIL: psteffens@whitakerbrothers.com

BY: Paul Steffens

DESTROYIT® 4108

Wide feed table and powered conveyor for fast, efficient feeding.
Equipped with an automatic oiling system and Easy Switch.

Security level P-2 1/4 inch strip-cut (6 mm)

Sheet capacity*: 75-95

Security level P-3 1/4 x 2 inches cross-cut (6 x 50 mm)

Sheet capacity*: 65-82

*Certified using 8.5" x 11" 20 lb. bond and recommended power supply.

2 x 15 Cross-cut model available by special order only



High shred speed for efficient shredding. EASY-SWITCH – intelligent multifunction control element indicating the operational status of the shredder with varying color codes and back-lit symbols. Electronic control prevents overfeeding: automatic reverse and re-feeding in case of paper jams. Main switch and emergency cut-off switch. Robust shredding heads with special hardened cutting shafts made of high-quality steel. Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance. Oil droplet icon will illuminate when more oil is needed. Automatic stand-by after 30 minutes. Powerful three phase motors. Thermal motor protection. Large shred compartment with door on the rear of the machine. Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag. High volume bag for the shredded material. Automatic cut-off when shred bag is full or the door is open. Mobile on casters. Convenient transportation width of 27 1/8" (without side tables).

Specifications

Shred volume, gallons	79
Feed opening, inches	16 1/8
Electrical requirements, volts	220, 3 phase
Maximum horsepower	10 (sc), 8 (cc)
Product Dimensions (D x W x H), inches	67 x 48.75 x 56.75
Product weight, pounds	787

MBM
CORPORATION


IDEAL.MBM
CORPORATION

WWW.MBMCORP.COM
TEL: 843-552-2700

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

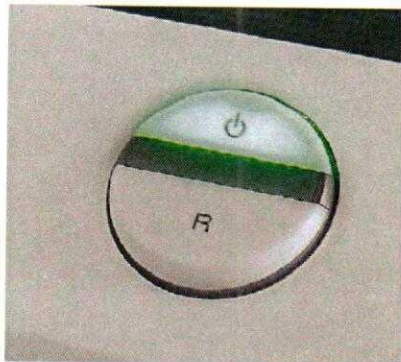
Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.

*High Capacity models have a 1 year limited warranty.

All technical data is approximate and subject to change. © MBM Corporation, 10/2021

DESTROYIT® 4108

Features



EASY-SWITCH

Ease of operation: intelligent multifunction switch with integrated optical signals indicating the operational status.



ELECTRONIC OIL INJECTION

The automatic oil injection system lubricates the cutting shafts when shredding and guarantees a constantly high shred performance.



PULL-OUT BAG SUSPENSION

Pull-out mechanism on wheels for easy removal of the full shred bag at the rear of the machine.



CONVEYOR BELT

The conveyor belt system guarantees a high work speed without creating paper jams. Also crumpled paper can be fed into the shredding head without problems.



ILLUMINATION OF THE WORKING AREA

The feeding area and the conveyor belt are illuminated by LEDs.



*High Capacity models have a 1 year limited warranty.

MBM
CORPORATION


IDEAL.MBM
CORPORATION

WWW.MBMCORP.COM
TEL: 843-552-2700

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.
*High Capacity models have a 1 year limited warranty.
All technical data is approximate and subject to change. © MBM Corporation, 10/2021

Description: (To be completed by bidding party)

MBM 4108 Cross Cut Shredder

Please see enclosed quote

Price(s) for unit(s) meeting enclosed specifications: \$17,225.00

F.O.B. Neosho, MO

Projected Shipping Date: 11-6-2023

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: Santa Fe Service & Sales Inc

ADDRESS: P.O. Box 6706. Lees Summit MO 64064-9998

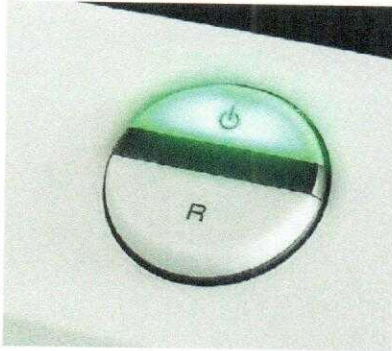
PHONE: 816-737-1920

EMAIL: Chad@santafeservice.com

BY: Chad Cornell

DESTROYIT® 4108

Features



EASY-SWITCH

Ease of operation: intelligent multifunction switch with integrated optical signals indicating the operational status.



ELECTRONIC OIL INJECTION

The automatic oil injection system lubricates the cutting shafts when shredding and guarantees a constantly high shred performance.



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Pull-out mechanism on wheels for easy removal of the full shred bag at the rear of the machine.



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ILLUMINATION OF THE WORKING AREA

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MBM
CORPORATION


IDEAL.MBM
CORPORATION

WWW.MBMCORP.COM
TEL: 843-552-2700

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.
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All technical data is approximate and subject to change. © MBM Corporation, 10/2021



Santa Fe Service & Sales Inc
PO BOX 6706
Lee's Summit, MO 64064-9998

October 25, 2023

Commercial paper shredder

City of Neosho
203 East Main Street
Neosho, MO 64850
417-451-8050

MBM 4108 Cross Cut Shredder

- Security Level P-3
- Shred Particle Size: 6mmX50mm (1/4"X2")
- Sheet Capacity: Up to 65-82 sheets*
- Throat Width: 16-1/8 inches.
- Shred Speed: 53 feet/min.
- Bin Volume: 79 gallons.
- Continuous Duty: Yes
- 220 VAC. 3 Phase
- Automatic Oiler
- Conveyor Feed
- Automatic Reverse and Re-feeding in Case of Paper Jams.
- Installation.

Total Bid With Installation And Standard Dock To Dock Shipping: \$17,225.00

Availability: In Stock, 1 to 2 weeks after bid is awarded.
Terms: Net Due Within 30 Days.

PO Box 6706. Lee's Summit, MO 64064-9998
816-737-1920 • Fax: 816-737-3086

Description: (To be completed by bidding party)

Spec Sheet Attached

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

F.O.B. Neosho, MO

Projected Shipping Date: 7-10 Days After order

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: INDOFF

ADDRESS: 4302 S Sergeant Jasper mo

PHONE: 417-438-3989

EMAIL: Chris.Lauridsen@Indoff.com

BY: Ch Lauridsen

Must be filled out
Before you can purchase



Rev. 1/27/2023

Electrical/Shipping Certification Form for Destroyit® model 4606/4108 Shredders

Please note that we cannot ship the equipment until this form is completed and returned to MBM.
(Fax to 843-552-2974, Attn: Customer Service Department).

POWER REQUIREMENTS:

1. 208/230 VAC, 50/60 HZ, 3-Phase STABLE VOLTAGE

2. CANNOT BE USED WITH PHASE CONVERTER. VOIDS ALL WARRANTY.

_____ customer initials.

3. 20 Amp circuit breaker with outlet for a type L15/20-220V plug

Please indicate the measured no-load voltage at the electrical connection intended for the shredder:

A-B _____ A-C _____ B-C _____ A-ground _____ B-ground _____ C-ground _____

Machines may be hard-wired to a circuit breaker. The power cord is 12 AWG (3 conductors and 1 ground).

SHIPPING REQUIREMENTS:

All elevators/doors must accommodate the following weights and dimensions:

4606. Shipping weight: 715 lbs. Dimensions (D x W x H): 35" x 37" x 75" (crated) / 30" x 29" x 67" (uncrated).

4108. Shipping weight: 957 lbs. Dimensions (D x W x H): 75" x 39" x 65" (crated) / 65" x 27" x 57" (uncrated).

Please indicate door openings the shredder will pass through (W x H): _____

Shipping address:

Company name: _____

Address: _____

City: _____ State: _____ Zip: _____

Special requirements: _____

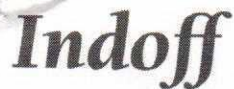
I understand the electrical and shipping requirements for this paper shredder and hereby certify that our facility meets these requirements.

Customer name: _____ Title _____

Signature: _____ Date _____

IMPORTANT: The 4606/4108 shredders are engineered to shred only the types of material listed in the product descriptions contained in MBM corporate communications. The shredding of unapproved material will void warranty. They are not designed to be used in any type of mobile shredding activities and doing so will also void warranty. Proper oiling of the cutting shafts is imperative for the correct operation of the machine. It is the customer's responsibility to ensure that the machine is properly oiled. Note: 4108 shredder is equipped with an auto oiler. Cannot be used with phase converter. The 4108 CC is recommended for shredding playing cards.

_____ customer initials.



QUOTE
Quote Date 10/13/2023

8684309

Chris Lauridsen
Email: chris.lauridsen@indoff.com
Phone: 417-291-3309 Fax: 000-000-0000

Bill To: Neosho Finance
203 E Main
Neosho, MO 64850

Ship To: Neosho Finance
203 E Main
Neosho, MO 64850

Customer	Purchase Order Number	Department/Tag
378419	bid request	
Sales Person	Date Requested	
Chris Lauridsen	2023-10-13	

Customer Instructions

Qty	UM	Item	Description	Unit Price	Extended Price
1.00	EA	4108cc	4108 commercial shredder	14,399.9900	14,399.99
1.00	EA	FREIGHT QUOTED	dock to dock or forklift	400.0000	400.00

Sub-total	14,799.99
* Estimated Tax	0.00
Quote Total	(USD) 14,799.99

Due to the current trade tariff environment, prices quoted are accurate as of the date of this quote. The current tariff environment may lead to a change in pricing with little or no notification. We will endeavor to update pricing as we are made aware of any tariff changes; we will confirm pricing at your order date prior to finalizing the order with our factories.

DESTROYIT® 4108

Wide feed table and powered conveyor for fast, efficient feeding.
Equipped with an automatic oiling system and Easy Switch.

Security level P-2	1/4 inch strip-cut (6 mm)
Sheet capacity*:	75-95

Security level P-3	1/4 x 2 inches cross-cut (6 x 50 mm)
Sheet capacity*:	65-82

*Certified using 8.5" x 11" 20 lb. bond and recommended power supply.



High shred speed for efficient shredding. EASY-SWITCH – intelligent multifunction control element indicating the operational status of the shredder with varying color codes and back-lit symbols. Electronic control prevents overfeeding; automatic reverse and re-feeding in case of paper jams. Main switch and emergency cut-off switch. Robust shredding heads with special hardened cutting shafts made of high-quality steel, resistant against soft metal objects. Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance. Oil droplet icon will illuminate when more oil is needed. Automatic stand-by after 30 minutes. Powerful three phase motors. Thermal motor protection. Large shred compartment with door on the rear of the machine. Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag. High volume bag for the shredded material. Automatic cut-off when shred bag is full or the door is open. Mobile on casters. Convenient transportation width of 27 1/8" (without side tables).

Specifications

Shred volume, gallons	79
Feed opening, inches	16 1/8
Electrical requirements, volts	220, 3 phase
Maximum horsepower	10 (sc), 8 (cc)
Product Dimensions (D x W x H), inches	67 x 48.75 x 56.75
Product weight, pounds	787

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WWW.MBMCORP.COM
TEL: 800-223-2508

*High Capacity models have a 1 year limited warranty.
All technical data is approximate and subject to change. © MBM Corporation, 1/2018

WWW.IDEAL-MBM.COM
TEL: 800-387-2528



Description: (To be completed by bidding party)

Quoted AMS-750CC: Quote # 1218

Optional output conveyor quoted to match Baler

Quoted AMS-1000CC: Quote # 1217

Optional output conveyor quoted to match Baler

Shipping included on quotes

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

F.O.B. Neosho, MO

Projected Shipping Date:

8 weeks after order is placed

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: 1st Choice Document Destruction Inc

ADDRESS: 7227 125th Ave Milaca MN 56353

PHONE: 763-389-9955

EMAIL: Jim@firstchoicedestruction.com

BY:

Ramon Brown

1st Choice Document Destruction

7227 125th Avenue
Milaca, MN 56353

Quote

Date	Quote #
10/19/2023	1218

Name / Address
City of Neosho 203 E Main St Neosho, MO 64850

Rep	Project
JB	

Description	Qty	Cost	Total
AMERI-SHRED PART: AMS-750CC SERIES 1 CROSS CUT MOTOR: 7-1/2 HP230V 3PH 60HZ SHRED WIDTH: 1/4 X 1-7/8 THROAT OPENING: 16" WIDE LBS./HR.: 750 CUTTER SPEED: 67 FPM CUTTER DIAMETER: 4-1/4" DIAMETER A-2 STEEL CUTTERS POSITIVE OVERLOAD PROTECTION: INCLUDED FEED TABLE: INCLUDED WARRANTY: AGAINST DEFECTS FOR ONE YEAR PAINT: POWDER COAT RAL# 7042 TRAFFIC GRAY A INCLUDES STANDARD CRATING -- \$400.00 WEIGHT: 1,600 LBS.	1	19,325.00	19,325.00
ATTACHED OUTPUT CONVEYOR FOR AMS-750 CROSS CUT @ 60" BOF (OPTIONAL)	1	4,725.00	4,725.00
AUTO LUBRICATION FEATURE FOR AMS-750 CROSS CUT	1	1,680.00	1,680.00
PART: FREIGHT	1	1,950.00	1,950.00
ESTIMATED FREIGHT TO: 64850			
--- DOCK TO DOCK DELIVERY ONLY --- CONTACT US IMMEDIATELY IN EVENT OF DAMAGE & REFUSE THE SHIPMENT --- DAMAGE MUST BE NOTED ON BILL OF LADING --- ADVANCE NOTICE, LIFTGATE & INSIDE DELIVERY ARE NOT INCLUDED & INCUR AN UPCHARGE AS DOES A GATED ENTRANCE OR LIMITED ACCESS			
Thank you for considering 1st Choice for your shredding needs		Total	\$27,680.00

1st Choice Document Destruction

7227 125th Avenue
Milaca, MN 56353

Quote

Date	Quote #
10/19/2023	1217

Name / Address
City of Neosho 203 E Main St Neosho, MO 64850

Rep	Project
JB	

Description	Qty	Cost	Total
AMERI-SHRED PART: AMS-1000CC SERIES 1 CROSS CUT MOTOR: 10 HP230V 3PH 60HZ SHRED WIDTH: 1/4 X 1-7/8 THROAT OPENING: 16" WIDE LBS./HR.: 900 CUTTER SPEED: 78 FPM CUTTER DIAMETER: 4-1/4" DIAMETER A-2 STEEL CUTTERS POSITIVE OVERLOAD PROTECTION: INCLUDED FEED TABLE: INLCUED WARRANTY: AGAINST DEFECTS FOR ONE YEAR PAINT: POWDER COAT RAL# 7042 TRAFFIC GRAY A INCLUDES STANDARD CRATING WEIGHT: 1,600 LBS.	1	20,575.00	20,575.00
ATTACHED OUTPUT CONVEYOR FOR AMS-1000 CROSS CUT @ 60" BOF (OPTIONAL)	1	4,725.00	4,725.00
AUTO LUBRICATION FEATURE FOR AMS-1000 CROSS CUT	1	1,680.00	1,680.00
PART: FREIGHT ESTIMATED FREIGHT TO: 64850	1	2,000.00	2,000.00
--- DOCK TO DOCK DELIVERY ONLY --- CONTACT US IMMEDIATELY IN EVENT OF DAMAGE & REFUSE THE SHIPMENT --- DAMAGE MUST BE NOTED ON BILL OF LADING --- ADVANCE NOTICE, LIFTGATE & INSIDE DELIVERY ARE NOT INCLUDED & INCUR AN UPCHARGE AS DOES A GATED ENTRANCE OR LIMITED ACCESS			
Thank you for considering 1st Choice for your shredding needs		Total	\$28,980.00

DESTROYIT® 4108

Wide feed table and powered conveyor for fast, efficient feeding.
Equipped with an automatic oiling system and Easy Switch.

Security level P-2	1/4 inch strip-cut (6 mm)
Sheet capacity*:	75-95
Security level P-3	1/4 x 2 inches cross-cut (6 x 50 mm)
Sheet capacity*:	65-82

*Certified using 8.5" x 11" 20 lb. bond and recommended power supply.

2 x 15 Cross-cut model available by special order only



High shred speed for efficient shredding. EASY-SWITCH – intelligent multifunction control element indicating the operational status of the shredder with varying color codes and back-lit symbols. Electronic control prevents overfeeding; automatic reverse and re-feeding in case of paper jams. Main switch and emergency cut-off switch. Robust shredding heads with special hardened cutting shafts made of high-quality steel. Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance. Oil droplet icon will illuminate when more oil is needed. Automatic stand-by after 30 minutes. Powerful three phase motors. Thermal motor protection. Large shred compartment with door on the rear of the machine. Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag. High volume bag for the shredded material. Automatic cut-off when shred bag is full or the door is open. Mobile on casters. Convenient transportation width of 27 1/8" (without side tables).

Specifications

Shred volume, gallons	79
Feed opening, inches	16 1/8
Electrical requirements, volts	220, 3 phase
Maximum horsepower	10 (sc), 8 (cc)
Product Dimensions (D x W x H), inches	67 x 48.75 x 56.75
Product weight, pounds	787

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WWW.MBMCORP.COM
TEL: 843-552-2700

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.

*High Capacity models have a 1 year limited warranty.

All technical data is approximate and subject to change. © MBM Corporation, 10/2021



800-634-8981

info@ameri-shred.com

Ameri-Shred Corp.

Capable of Shredding Up to 900 Lbs. Per Hour



INDUSTRIAL PAPER SHREDDERS

Series 1: Cross Cut Shredders

Features & Options:

- Solid steel construction
- Requires 3-phase power
- Bag holder is standard
- Output conveyor additional
- Auto lubrication available
- Removable side tables included
- Heavy duty casters

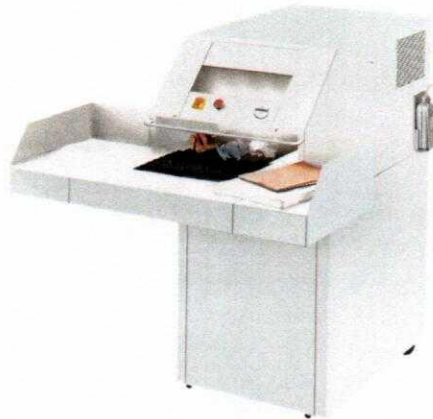
SPECIFICATION CHART

Motor	3.0, 5.0, 7.5 or 10 HP
Cross Cuts	1/4" x 1-7/8"
	1/8" x 1-1/2"
	1/8" x 5/8"
Infeed	16" Wide
Voltage	208/230/460v 3-Phase Only
Output	Discharge Bag or Conveyor
Dimensions	59" L x 36" W x 48" H
Warranty	One Year, on Parts

THROUGHPUT

Model Number	Horse Power	1/8" x 5/8" Lbs. / Hour	1/8" x 1-1/2" Lbs. / Hour	1/4" x 1-7/8" Lbs. / Hour	Speed (FPM)	Weight (Lbs.)
AMS-300	3 HP	250-450	300-550	350-600	44	1600
AMS-500	5 HP	300-500	400-600	400-650	42	1660
AMS-750	7.5 HP	400-600	450-650	500-750	62	1725
AMS-1000	10 HP	N / A	N / A	650-900	73	1800

DESTROYIT 4108



Characteristics

High shred speed for efficient shredding

EASY-SWITCH – intelligent multifunction control element indicating the operational status of the shredder with varying color codes and back-lit symbols

Electronic control prevents overfeeding: automatic reverse and re-feeding in case of paper jams

Robust shredding heads with special hardened cutting shafts made of high-quality steel

Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance

Oil droplet icon will illuminate when more oil is needed

Automatic stand-by after 30 minutes

Powerful three phase motors

Thermal motor protection

Large shred compartment with door on the rear of the machine

Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag

High volume bag for the shredded material

Automatic cut-off when shred bag is full or the door is open

Mobile on casters

Convenient transportation width of 27 1/8" (without side tables)

Additional Features

Particle Size: 1/4 x 2"

Cut Type: Cross-Cut

Shred Speed: 53 ft./min

Oiler: Automatic

Product Details

Feed Opening: 16 1/8"

Electrical Requirements: 220, 3 phase

Maximum horsepower: 8

Product weight: 787 lbs.

Safety Features

Main switch and emergency cut-off switch

Emergency stop button

Automatic cut-off when shred bag is full or the door is open

Warranty

1-year limited warranty on cutting shafts and wheels

1-year limited warranty on all other parts excluding wearables

Commercial Paper Shredder

Includes:

DESTROYIT 4108 Cross-Cut Paper Shredder

- *Automatic Oiler*
- *Conveyer Feed for Continuous Duty*
- *Shred speed of 53 feet per minute*
- *79 Gallon Bin*
- *Hight Capacity of 65-82 sheets*
- *1/4" x 2" Shred Size for Level 3 Security*
- *Automatic Reverse and Re-feeding*

Purchase Options

MSRP Price

\$20,499

Our Purchase Price

\$16,077.65

Accessories and Oil

6 Bottles for Auto Oilers (1 quart each)

\$149.00

Shredder Bags (1 case)

\$329.00

Warranty Information

1-year limited warranty on cutting shafts and wheels.

1-year limited warranty on all other parts, excluding wearables. Wearables include: knives, sticks, staple heads, light bulbs, rubber rollers, belts, feed stones, separator pads, fuses, gears, clutches, and brakes.

Service and Labor Plan (Optional)

\$1,025/yr.

DESTROYIT® 4108

Wide feed table and powered conveyor for fast, efficient feeding. Equipped with an automatic oiling system and Easy Switch.

Security level P-2 1/4 inch strip-cut (6 mm)

Sheet capacity*: 75-95

Security level P-3 1/4 x 2 inches cross-cut (6 x 50 mm)

Sheet capacity*: 65-82

*Certified using 8.5" x 11" 20 lb. bond and recommended power supply.

2 x 15 Cross-cut model available by special order only



High shred speed for efficient shredding. EASY-SWITCH – intelligent multifunction control element indicating the operational status of the shredder with varying color codes and back-lit symbols. Electronic control prevents overfeeding: automatic reverse and re-feeding in case of paper jams. Main switch and emergency cut-off switch. Robust shredding heads with special hardened cutting shafts made of high-quality steel. Automatic oil injection on the cutting shafts during shredding operation for constantly high shred performance. Oil droplet icon will illuminate when more oil is needed. Automatic stand-by after 30 minutes. Powerful three phase motors. Thermal motor protection. Large shred compartment with door on the rear of the machine. Plastic bag suspension with pull-out mechanism on wheels for easy removal of the full bag. High volume bag for the shredded material. Automatic cut-off when shred bag is full or the door is open. Mobile on casters. Convenient transportation width of 27 1/8" (without side tables).

Specifications

Shred volume, gallons	79
Feed opening, inches	16 1/8
Electrical requirements, volts	220, 3 phase
Maximum horsepower	10 (sc), 8 (cc)
Product Dimensions (D x W x H), inches	67 x 48.75 x 56.75
Product weight, pounds	787

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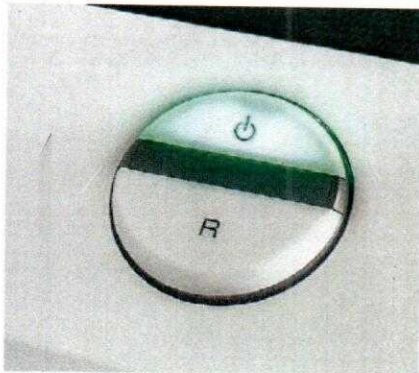
WWW.MBMCORP.COM
TEL: 843-552-2700

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.
*High Capacity models have a 1 year limited warranty.
All technical data is approximate and subject to change. © MBM Corporation, 10/2021

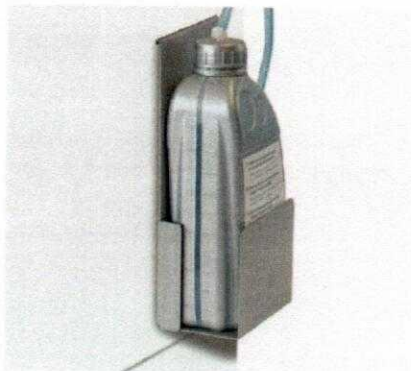
DESTROYIT® 4108

Features



EASY-SWITCH

Ease of operation: intelligent multifunction switch with integrated optical signals indicating the operational status.



ELECTRONIC OIL INJECTION

The automatic oil injection system lubricates the cutting shafts when shredding and guarantees a constantly high shred performance.



PULL-OUT BAG SUSPENSION

Pull-out mechanism on wheels for easy removal of the full shred bag at the rear of the machine.



CONVEYOR BELT

The conveyor belt system guarantees a high work speed without creating paper jams. Also crumpled paper can be fed into the shredding head without problems.



ILLUMINATION OF THE WORKING AREA

The feeding area and the conveyor belt are illuminated by LEDs.



*High Capacity models have a 1 year limited warranty.

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Metal items (such as metal credit cards) cannot be shredded on 2x15 (P-5) models.
*High Capacity models have a 1 year limited warranty.
All technical data is approximate and subject to change. © MBM Corporation, 10/2021

Description: (To be completed by bidding party)

DESTROYIT 4108 Cross-Cut High Capacity Commercial Paper Shredder

- Automatic Oiler
- Conveyer Feed for Continuous Duty
- Shred speed of 53 feet per minute
- 79 Gallon Bin
- High Capacity of 65-82 sheets
- 1/4" x 2" Shred Size for Level 3 Security
- Automatic Reverse and Re-feeding

Price(s) for unit(s) meeting enclosed specifications: \$16,077.65

F.O.B. Neosho, MO

Projected Shipping Date: 2-4 weeks turnaround

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: SumnerOne, Inc.

ADDRESS: 3348 E. Cherry St., Springfield, MO. 65802

PHONE: Direct: 417-483-2857 Office: 417-831-6400

EMAIL: cbottoroff@sumnerone.com

BY: Chelsea Bottoroff



Authorization Letter for Insurance Certificate

Insurance Agent			
Insurance Company			
Agent's Street Address			
City	State	Zip Code	Phone

This letter authorizes the above agent to provide SumnerOne Inc Leasing Division a certificate of insurance naming them as an "additional insured" or "coinsured" with respect to physical damage coverage on the following equipment which has been received from them.

The amount of physical damage coverage must be no less than: \$ _____

Agreement # _____

Customer # _____

Customer Name City of Neosho

Date

Signature of Authorized Representative

This certificate should be forwarded to:

 **SUMNERONE**
P.O. Box 5180, St Louis, Missouri 63139
Phone: 314-633-2000 Fax: 314-633-2004

This form must be filled out in its entirety

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Senior Center Flooring

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Senior Center

PURPOSE:

To seek council's approval for a bid from CSG, Marion Company, LLC to replace flooring at the Neosho Senior Center.

BACKGROUND:

Staff went out for bids to replace the carpet in offices and common areas with new laminant flooring. We sent out multiple bids with CSG being the only response. The bid amount was \$ 19,805.00. This includes removal of old carpet and replacement with new flooring.

RECOMMENDATION:

Staff recommends approval of the bid for CSG and authorize the Mayor to execute it.

BID FORM

Description: (To be completed by bidding party)

Lump sum for completion of the scope of work described above in the "Specifications" to demolish
the existing flooring and install LVT (approximately 1,935 SF) and cove base.

Price(s) for unit(s) meeting enclosed specifications: \$19,805.00

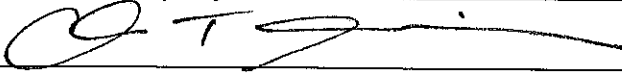
F.O.B. Neosho, MO

Projected Start Date: Within 14 days of Notice of Award

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

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

COMPANY: Marion Company, LLC

SIGNED BY: 

ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

EMAIL: tyler.marion@marionllc.net

PHONE: 417-451-5743

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Newton)

Now this 27th day of October, 2023, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

Marion Company, LLC (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Marion Company, LLC. (Name of business entity, same as above)

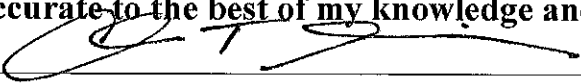
4. I state and affirm that Marion Company, LLC is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, Marion Company, LLC does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

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

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

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



Authorized Agent, Partner, Owner or Officer

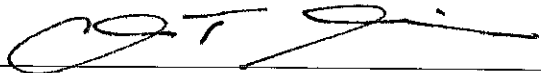
***If business has a Human Relations Director or equivalent that person must sign as an
affiant as well.***

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

Human Relations Director

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

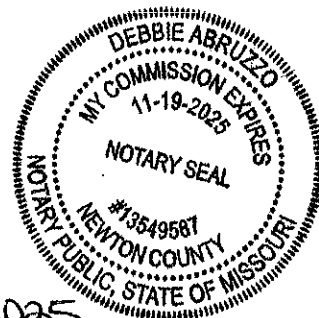
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 27th day of October in the year 2023, before me, Debbie Abruzzo
a Notary Public in and for said State, personally appeared Tyler Marion, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Debbie Abruzzo
Notary Public



My Commission Expires November 19, 2025



Page 63 of 136

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Parks Department Tractor and Finish Mower

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Sourcewell Bid
 2. John Deere Bid
 3. Kubota Bid
-

PURPOSE:

The purpose of this item is to purchase a tractor and finish mower for the Parks Department.

BACKGROUND:

Staff utilized the cities' purchasing policy for approved cooperative procurement programs, to obtain the following bids for this equipment:

1. Heritage Tractor, inc. Anderson, Mo. **John Deere**. \$88,250.00
2. Crown Power & Equipment LLC. Monett, Mo. **Kubota**. \$75,911.78

The amount budgeted for these two pieces of equipment was \$75,913.00.

RECOMMENDATION:

Staff recommends the state bid from Crown Power & Equipment LLC. Monett, MO for the new Kubota tractor and Land Pride batwing finish mower in the amount of \$75,911.78.

Quote Id: 29811212

Prepared For:
CITY OF NEOSHO



Prepared By: **Stephens Maxwell**

Heritage Tractor, Inc.
700 W 71 Outer Road
Anderson, MO 64831

Tel: 417-436-3333
Mobile Phone: 417-381-9953
Fax: 417-436-3336
Email: mstephens@heritagetractor.com

Quote Summary

Prepared For:

CITY OF NEOSHO
221 N COLLEGE ST
NEOSHO, MO 64850
Business: 417-451-1921

Prepared By:

Stephens Maxwell
Heritage Tractor, Inc.
700 W 71 Outer Road
Anderson, MO 64831
Phone: 417-436-3333
Mobile: 417-381-9953
mstephens@heritagetractor.com

Quote Id: 29811212
Created On: 18 October 2023
Last Modified On: 18 October 2023
Expiration Date: 25 October 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2024 JOHN DEERE 5075E Cab Utility Tractor - 1PY5075EPPR427192	\$ 68,453.65	\$ 55,300.00 X	1 =	\$ 55,300.00
2022 JOHN DEERE 520M Loader - 1P0520MXAND093688	\$ 7,949.39	\$ 8,700.00 X	1 =	\$ 8,700.00
2023 Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar - 1XFFM10XCP0001163	\$ 27,047.77	\$ 24,250.00 X	1 =	\$ 24,250.00
Equipment Total				\$ 88,250.00

Quote Summary

Equipment Total	\$ 88,250.00
SubTotal	\$ 88,250.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 88,250.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 88,250.00

Salesperson : X _____

Accepted By : X _____

Quote Id: 29811212

Customer: CITY OF NEOSHO

2024 JOHN DEERE 5075E Cab Utility Tractor - 1PY5075EPPR427192

Hours: 0
Stock Number: 353447

Suggested List
\$ 68,453.65

Code	Description	Qty
08C1LV	2024 JOHN DEERE 5075E CAB TRACTOR	1

Standard Options - Per Unit

183A	JDLINK CAPABLE	1
0202	UNITED STATES - COUNTRY CODE	1
0409	5E ENGLISH OM	1
0500	LESS PACKAGE	1
1381	5E 12/12 PR TRANS	1
1725	LOADER PREP PACKAGE	1
2060	5E PREMIUM CAB	1
3325	5E TWO MEC STAC REAR SCV	1
3420	5E DUAL MID VALVE	1
5121	16.9-30 6PR R1	1
6040	5E MFWD	1
6118	12.4-24 IN. 8PR R1 BIAS	1

Dealer Attachments

	FLUID FILL REAR TIRES	1
BSJ10638	LED Beacon Light Kit - Cab	1
LVA13698	Grip - GRIP, INNER, WITH WIRING, ASSEMBLY	1

Other Charges

Freight	1
Setup	1

2022 JOHN DEERE 520M Loader - 1P0520MXAND093688

Hours: 0
Stock Number: 340642

Suggested List
\$ 7,949.39

Quote Id: 29811212

Customer: CITY OF NEOSHO

Code	Description	Qty
14B0P	2022 JOHN DEERE 520M STD FARM LOADER	1
Standard Options - Per Unit		
0202	USA	1
0409	OPERATORS MANUAL ENGLISH	1
0500	LESS PACKAGE	1
1995	LESS MOUNTING FRAMES	1
2510	520M NSL 2 FUNCTION	1
4547	2FN OIL LINES, H & PARTS	1
5995	LESS HOOD GUARD	1
6995	LESS BALLAST BOX	1
7710	SKID STEER CARRIER	1
8750	LESS BUCKET	1
Dealer Attachments		
BXX10199	Mounting Parts - MOUNTING PARTS, 520M DIVERTER KIT Q	1
Other Charges		
	Freight	1
	Setup	1

2023 Frontier FM1015R Rear Discharge Flex-Wing Grooming Mower with Light Bar - 1XFFM10XCP0001163

Hours: 0

Suggested List

Stock Number: 336375

\$ 27,047.77

Code	Description	Qty
0422XF	2023 Frontier FM1015R FLEX-WING MOWER	1
Dealer Attachments		
5WP1006417KT	Roller Kit - KIT FRT BRG ROLLER & BRKT (REPLACES	3
5WD1032454	Actuator - HYDR UNLOCK SYSTEM	1
Other Charges		
	FRT DISC	1
	Freight	1
	Discount	1



JOHN DEERE

Selling Equipment



Quote Id: 29811212

Customer: CITY OF NEOSHO

--



M Series

**M7060HDC12
UTILITY CAB TRACTOR, 4WD, HYDRAULIC-SHUTTLE
TRANSMISSION**

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
CRS – Common Rail Fuel Injection
Electronic Governor Control
Turbocharged with EGR Valve
4 Cyl - 203 cu. in.
^ 71 Net Eng. HP
^ 64 PTO HP
EPA Tier IV Emission Certified
12V 700 CCA Battery
Charging Output 60 amps (CAB)

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
First Remote (SCD) with Self
Canceling Detents
Twelve Speed Models
6.1 gpm Power Steering
16.2 gpm Remotes / 3 Pt. Hitch
@ 2770 psi
23.1 gpm Total
Cat II 3-point Hitch
At lift Point 4200 lbs.
24" Behind 3307 lbs.
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540/540E @ 1520 Eng. rpm on 12 speeds

FRONT AXLE

Hydrostatic Power Steering
4WD Bevel Gear
Cast Iron
55 Degree turning angle
Limited Slip Differential
Adj. (Rim) Tread Spacing
HDC12:
4WD Automatic braking from 2WD with
both brakes applied
Electro/hydraulic engagement of front
wheel drive

FLUID CAPACITY

Fuel Tank (Cab) 23.8 gal
Cooling System 6.6 qts
Crankcase 8.5 qts
Transmission and
Hydraulics 10.6 gal
Front Axle (4WD) 8.5 qts

^ Manufacturer estimate.

SELECTED TIRES

AMR8797 & ALR8917

DRIVE TRAIN

Twelve Speed Models
HD12/HDC12 Models
Six Speed Fully Synchronized
12F/12R Speeds with Hydraulic
Shuttle
12TH Gear Overdrive maximum engine
RPM
2080, increases fuel economy
Planetary Final Drives

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
PTO – OPC (Operator Presence
Control, Alarm 10 seconds
Electric Key Shut Off
Mechanical Wet Disc Brakes
Parking Brakes
Turn Signals
SMV Sign

CAB MODEL

Integral Factory ROPS Certified
Retractable Seat Belt
Flat Deck
Grammer Deluxe Seat with Armrests
Tinted Glass
Dual Level Air Conditioning & Heater
Electric A/C Controls
Front Wiper w/Washer – 2 Speed
Radio Ready, includes 2-speakers,
antenna, and wiring harness.
Left & Right Side Exterior Mirrors
2 - Front Work Lights
2 - Rear Work Lights
2 Doors, Frameless all glass
Left & Right Side Steps
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V - 15 Amp
12V 30 Amp Coupler
Cup Holder
Ashtray
Horn

LIGHTING

2 Headlights w/sidelights
2 Tail lights
4 Hazard Flasher Lights with Turn
Signals (CAB)
7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M7060HDC12 Base Price: \$56,193.00

(1) 72" QA SKID STEER LOADER BUCKET M1811-72" QA SKID STEER LOADER BUCKET	\$871.00
(1) 2ND POSITION LEVER KIT M7687-2ND POSITION LEVER KIT	\$173.00
(1) 3RD FUNCTION VALVE KIT CAB M7992-3RD FUNCTION VALVE KIT CAB	\$1,175.00
(1) LDR W QC & FRT GRD M6060/7060 M4- 061/071 LA1154A-LDR W QC & FRT GRD M6060/7060 M4-061/071	\$6,526.00
(1) STANDARD VALVE KIT /M6060/M7060HDC M7996-STANDARD VALVE KIT /M6060/M7060HDC	\$1,244.00
(1) 2ND/3RD VALVE (FD) M7611-2ND/3RD VALVE (FD)	\$844.00
Configured Price:	\$67,026.00
Sourcewell Discount:	(\$14,745.72)
SUBTOTAL:	\$52,280.28
Factory Assembly:	\$260.00
Dealer Assembly:	\$869.00
Freight Cost:	\$862.50
PDI:	\$400.00
Engine Block Heater	\$350.00

Total Unit Price: \$55,021.78

Quantity Ordered: 1

Final Sales Price: \$55,021.78

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
dealer**

FRONT - 14-17.5 R4 W/ 0.55" INSET
REAR - 16.9-24 R4 TITAN IND TRACTOR LUG

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.26

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Morse Park Restroom

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bid for Morse Park Bathroom

PURPOSE:

Is to have a new ADA Unisex bathroom at the entrance of the paved walking trail by East Spring Street Bridge in Morse Park.

BACKGROUND:

The parks department sent out bid packets to four different contractors and we received two back. We budgeted for this project: \$50,000.00

1. Construction Services Group - Marion Company, LLC. Neosho Mo. For the amount of \$57,669.00
2. Branco Enterprises LLC. Neosho mo. For the amount of \$51,790.00

RECOMMENDATION:

The staff recommendation is to accept the bid by Branco Enterprises for the construction of the new ADA Unisex bathroom for the amount of \$51,790.00.

BRANCO

BID FORM

Description: (To be completed by bidding party)

PER PLANS AND SPECS. PROVIDED BY THE CITY

AND CONVERSATIONS DURING THE PRE-BID MEETING

Water Service shall be connected to New water meter.
water meter provide and installed by the city.
(electric stubbed out 5 feet)

BASE BID : \$45,790.00

ALTERNATE : INSTALL 100FT. OF SEWR LINE ALTERNATE BID: \$ 6,000.00

COMBINED AMOUNT: \$ 51,790.00

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: BRANCO ENTERPRISES

ADDRESS: 12033 EAST HWY 86 NEOSHO MO. 64850

PHONE: 417.451.5250

EMAIL: AHALL@BRANCO.OCM

BY: ALLEN HALL

BID FORM

Description: (To be completed by bidding party)

PER PLANS AND SPECS. PROVIDED BY THE CITY

AND CONVERSATIONS DURING THE PRE-BID MEETING

BASE BID : \$45,790.00

ALTERNATE : INSTALL 100FT. OF SEWR LINE ALTERNATE BID: \$ 6,000.00

COMBINED AMOUNT: \$ 51,790.00

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: BRANCO ENTERPRISES

ADDRESS: 12033 EAST HWY 86 NEOSHO MO. 64850

PHONE: 417.451.5250

EMAIL: AHALL@BRANCO.OCM

BY: ALLEN HALL

BID FORM

Description: (To be completed by bidding party)

12' x 12' Unisex Restroom per bid specifications and pre-bid meeting.

Notes: Sewer shall be connected to existing main South of the new building and North of the existing sidewalk.

Water service shall be connected to the new water meter provided and installed by the City.

See exhibit A.

Price(s) for unit(s) meeting enclosed specifications: \$57,669.00

F.O.B. Neosho, MO

Projected Shipping Date: TBD based upon award.

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Construction Services Group

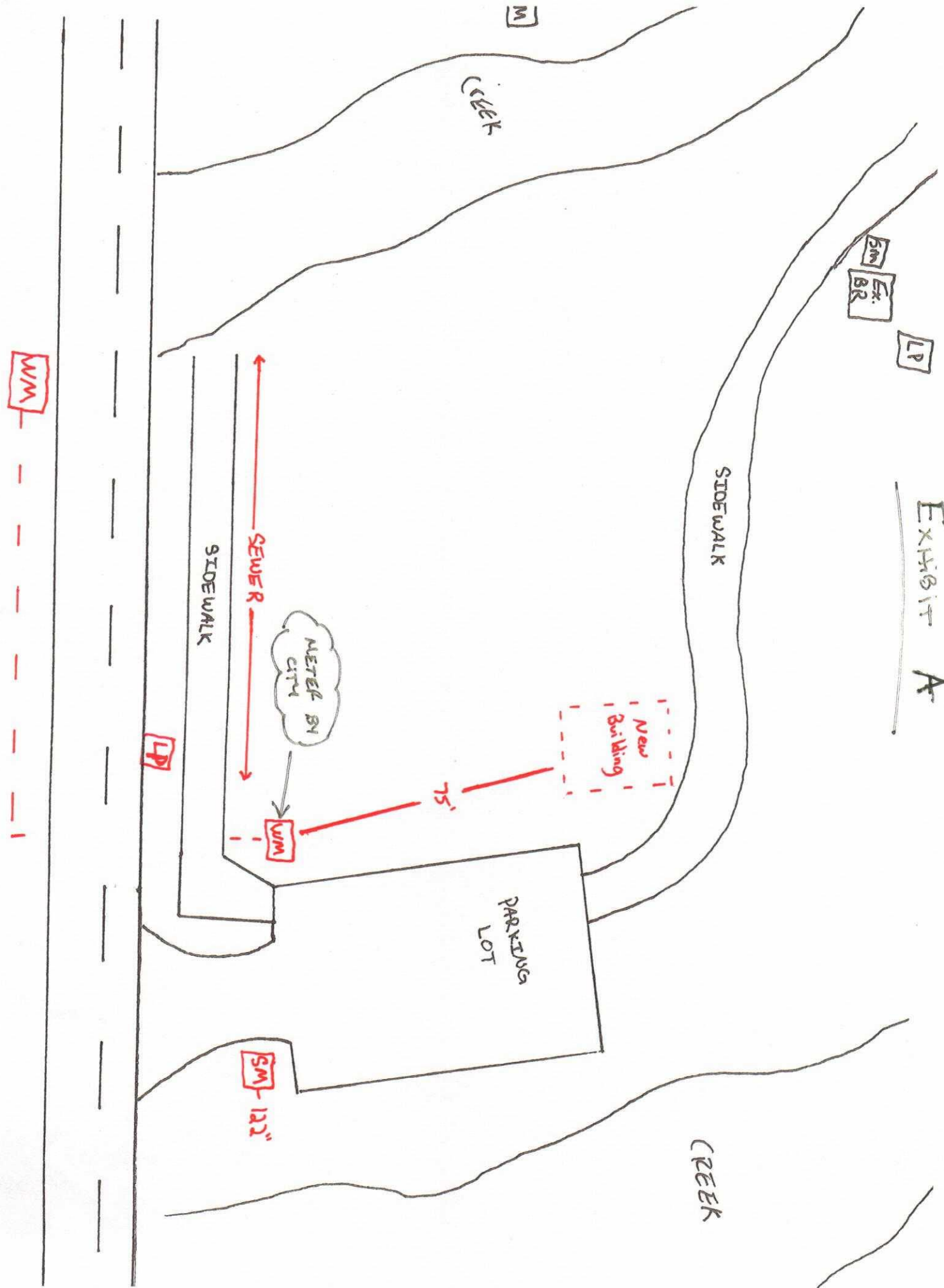
ADDRESS: 12451 Highway 59. Neosho, MO. 64850

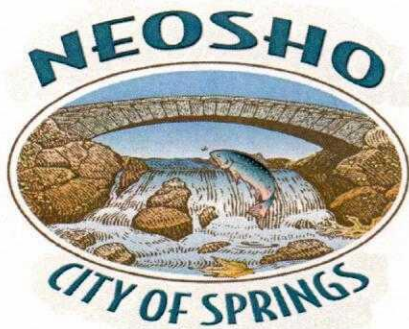
PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion

EXHIBIT A





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 **Monday, October 30, 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: Morse Park Bathroom

Please label the envelope: Morse Park Bathroom Bid Opening October 30, 2023 @ 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Kenny Balls, Neosho Parks Department Manager, at the following 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. **There will be a pre bid meeting held Tuesday October 10, 2023 at 10:00 a.m. at the Lampo Building Parking lot at 500 East Spring Street.**

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

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Morse Park ADA unisex bathroom

Construct a 12 x 12 foot Unisex Bathroom with two ADA phenolic stalls, one with an ADA stool with an Auto flushometer valve and one with a urinal with an Auto flushometer valve.

One stainless steel sink with push on/off button faucet.

The building will be constructed on a concrete slab with a split faced 8x8x16 block for the exterior walls, wood frame rafters and color metal roof. The roof will be a peaked roof with a 4/12 pitch with guttering. Gable ends will be color metal that matches the roof. The color of the metal will match the color that is on the bathrooms built last year by the Lampo building. The front of the roof will have a 4 foot overhang. The building has a metal exterior door , with an occupied vacant door lock.

Connect an ADA concrete sidewalk from the bathroom to the paved walking trail – approximately 20 feet.

One ceiling light and one outlet – with each one being on a dedicated circuit (has its very own circuit breaker)

Connect utilities (sewer, water, and electric) – All three are there by the building site.

Pictures are included for the type of blocks and for the color of the metal.

This facility shall meet all ADA Requirements to include but not limited to hand rails, baby changing station, etc.

Note:

Pre bid meeting to be held October 10, 2023 at 10:00 a.m. at the Lampo Building located at 500 East Spring Street

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Idemia LiveScan System Purchase

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. LiveScanPacket

PURPOSE:

Purchase Idemia LiveScan Fingerprint machine for digital fingerprinting.

BACKGROUND:

Over the last couple of years, the police department and municipal court have been tasked with taking offenders' fingerprints in the courtroom due to offenders not going through the jail book-in process anymore due to legislation. The officers have been using an outdated method for obtaining prints (ink and mailed cards). The new LiveScan system will be computer-automated, including offender violation/fingerprint submission to the state. The system can also be used to identify suspects that refuse to give personal information. This system we are seeking is portable and can be easily transported from the police department to the courtroom on court days. Idemia is a “sole source provider”, and is the brand required by the state of Missouri. This system was budgeted for.

RECOMMENDATION:

Allow the police department to move forward with the purchase of the LiveScan System.

Idemia LiveScan Portable Fingerprint System

Idemia LiveScan System: \$17,315.00

Annual Maintenance After First Year: \$2,984.00

Tenprint Card Printer: \$1,365.00

Annual Maintenance After First Year: \$208.00

Total Purchase Price (Initial Cost): \$18, 680.00

Total Annual Maintenance After First Year: \$3,192.00

Monthly Circuit Cost (MSHP Connection): \$70.00



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

August 7, 2023

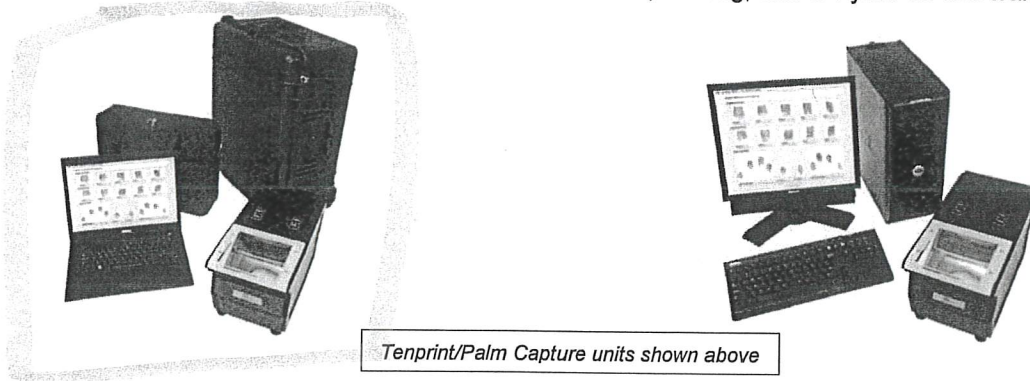
Mari Mallory
Records Clerk
Neosho Police Department
201 N. College St.
Neosho, MO 64850
Tel: 417-451-8012
Email: mmallory@neoshomo.gov

Reference No. IDMO-L080723-03

IDEMIA is pleased to provide Neosho Police Department with the following offer for IDEMIA's LiveScan Booking and Applicant Workstation as described in the **State of Missouri Contract #CT211966001 Amendment 3** executed between the State of Missouri Division of Purchasing and Materials Management and IDEMIA. Pricing is also included for "LiveScan Booking Workstation – LiveScan as a Service" offering.

IDEMIA's fully integrated LiveScan solution provides Neosho Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ 2-Finger FAST ID to Missouri State Highway Patrol (MSHP) AFIS
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface (*option*)
- ◆ Full compliance with MSHP, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ Mug Photo Capture available (*option*)
- ◆ All LiveScan Systems include on-site installation, training, and a 1 year on-site warranty



Tenprint/Palm Capture units shown above

Palms and Rolled Fingerprint Capture - Table 1 – Table 2

Desktop - Palms and Rolled Fingerprints

Table 1. Pricing / Maintenance

Product Number	Product Name and Description	Unit Price
LSMO-D0M53E-00	IDEMIA LiveScan System Desktop Booking Workstation, Palms and Rolled Fingerprints including: ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner ◆ Computer, monitor, keyboard ◆ Foot pedal for hands free advancement ◆ Standard Missouri Workflows and Profiles ◆ 2-Finger FAST ID ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight	\$16,573
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,989
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 24X7, Next day on-site response and parts replacement	\$3,559

Portable - Palms and Rolled Fingerprints

Table 2. Pricing / Maintenance

Product Number	Product Name and Description	Unit Price
LSMO-T0M53E-00	IDEMIA LiveScan System Portable Booking Workstation, Palms and Rolled Fingerprints including: ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner ◆ Laptop Computer ◆ Carrying Case ◆ Foot pedal for hands free advancement ◆ Standard Missouri Workflows and Profiles ◆ 2-Finger FAST ID ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight	\$17,315
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,984
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 24X7, Next day on-site response and parts replacement	\$3,718

Current shipping is 60+ days after receipt by IDEMIA of Neosho Police Department completed pre-installation documentation, or as otherwise scheduled.

Options and Pricing

IDEMIA equipment and service options and pricing described in Table 3.

Product Number	Product Name and Description	Unit Price	Annual Maintenance	
			9X5	24X7
ESLO-PMLDHT-00	Printer Black & White Duplex-Tray Tenprint card printer (finger & palm)	\$1,365	\$208	\$255

LSMO-DDMSUG-00	Desktop/Portable – Mug Photo Capture (Type 10) including Camera, Software	\$1,365	\$208	\$255
RMS-Interface	Local RMS Interface Connection	\$2,000	\$300	\$440

Annual Maintenance prices shown above reflect Year 2 only.

Customer Responsibilities

Neosho Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Neosho Police Department network devices.
- ◆ Obtaining all required authorizations for connecting to the Missouri State AFIS / Missouri State Highway Patrol (MSHP)
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Neosho Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

NOTE: Neosho Police Department is encouraged to contact Kerry Creach, Email Kerry.Creach@mshp.dps.mo.gov or Andrew Benner, Email andrew.benner@mshp.dps.mo.gov CJIS Program / Biometrics, State AFIS Administration, Criminal Justice Information Services (CJIS), Missouri State Highway Patrol, for establishing connectivity to MSHP prior to purchase.

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between MSHP and Neosho Police Department will be in place.
- ◆ Neosho Police Department will provide all necessary communication to connect to MSHP. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity with MSHP has been established and verified and IDEMIA's Program team has received the Neosho Police Department-completed pre-install documentation.

Terms

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions on Neosho Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Product purchase will be governed by **State of Missouri Contract #CT211966001 Amendment 3**. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation. Specifics for installation are scheduled by mutual agreement and any additional functionality or interface requirements can be evaluated for pricing.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Purchase orders should reference **State of Missouri Contract #CT211966001 Amendment 3**. Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: noemi.islas@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Noemi Islas
IDEMIA Inside Sales
Email: noemi.islas@us.idemia.com | Tel: (657) 652-4447

Pricing valid through: October 31, 2023

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Neosho Police Department agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): \$

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Email



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Eric T. Olson, Superintendent



An
Internationally
Accredited
Agency

Michael L. Parson
Governor

Sandra K. Karsten
Director

April 6, 2022

Dear MULES Agency Representative:

This information is provided relative to Fiscal Year 2023 CJIS Network Charges. The Criminal Justice Information Services (CJIS) Division of the Missouri State Highway Patrol (MSHP) is responsible for the operation and maintenance of the Missouri Uniform Law Enforcement System (MULES), which runs over the criminal justice state cooperative network. Fees from participating agencies pay the network costs.

Since your agency is currently a MULES user, we are taking this opportunity to inform you of connection options and rates for Fiscal Year 2023. The chart below lists monthly rates for all circuit or internet-based connections to the network. These rates take effect July 1, 2022 and will remain in effect through June 30, 2023. Your agency will continue to be invoiced by the Missouri State Highway Patrol for these charges.

Connection service options and prices change from year to year, based on a number of variables, including network costs and availability, technology upgrades, number of agencies utilizing each option, etc. Shifts in service availability and costs can sometimes make it feasible to increase bandwidth and connection speeds for a minimal cost difference. Please consider all connection options available to you and assess the option that best meets the needs of your agency. If you have questions or wish to initiate a change in your service connection, please contact the MSHP Helpdesk at (800) 877-2897, or email mshphelpdesk@mshp.dps.mo.gov.

The FY23 Cost Allocation Plan (CAP) once again offers cost options for agencies that share circuits or internet connections. These charges cover network infrastructure (backbone) and indirect costs that are relevant to every user on the network. Each agency participating in a shared environment will incur a share cost, in addition to the circuit or internet charge for the primary connection. This shared cost is not applied to the primary agency housing the connection. The FY23 shared circuit cost is \$70.00 per month, per sharing agency, and the shared LAN-to-LAN cost is \$70.00 per month, per sharing agency. As was the case with the previous CAP, we will continue to bill the total cost for each site to the agency housing the circuit. Charges may be split and passed on to the sharing agencies within your site, per your local agreements, as appropriate.

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Bill No. 2023-185: Contract with Blue Valley Public Safety

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-185 BVPS RE outdoor warning siren maintenance - 2023
 2. Blue Valley Public Safety Contract
-

PURPOSE:

The purpose of this item is to approve the service contract with BVPS for storm siren maintenance.

BACKGROUND:

The city of Neosho has held a contract with Blue Valley Public Safety for some time now. They do all the repairs and maintenance on the storm sirens in the city. This is a contract renewal with BVPS to continue another year with them providing service to our city. The city attorney has reviewed the contract and has approved it to be sent to the Council. Note; BVPS is the only vendor available to service and maintain Federal Signal Emergency warning sirens, which is the brand of warning sirens that the city currently owns.

This contract has been reviewed and approved by our City Attorney.

RECOMMENDATION:

Staff recommends council approval and allowing the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Thirteen Thousand Five Hundred Twenty One and 00/100 Dollars (\$13,521.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for maintenance with Blue Valley Public Safety, Inc., a Missouri Corporation, for the purpose of maintaining and repairing outdoor warning sirens for the not to exceed price of Thirteen Thousand Five Hundred Twenty One and 00/100 Dollars (\$13,521.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Fire Chief Aaron Houk
Customer: City of Neosho
Address: 125 N College Street
City: Neosho
State: MO
Zip: 64850
Phone: 417-451-8021
Cell: 417-438-5296
Email: ahouk@neoshomo.org

Maintenance Agreement No.:

1026231303

Please reference this
no. on your order

Date: 10/26/23

Maintenance Period

12/01/23 thru 11/30/24

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 5 Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	11	MC-2001DC	Maintenance Contract for Model 2001/508/Eclipse/Equinox DC Siren Head	\$20.00	\$220.00	\$2,640.00
2	11	MC-DCFCTD	Maintenance Contract for Two-Way DC Siren Control	\$19.75	\$217.25	\$2,607.00
3	2	MC-MOD16-32	Maintenance Contract for Modulator Siren 1600-3200 watts	\$25.25	\$50.50	\$606.00
4	2	MC-UVTDH	Maintenance Contract for Two-Way Ultravoice Controller and Amps	\$41.75	\$83.50	\$1,002.00
5	52	MC-BATT	Maintenance Contract per Standard Battery	\$8.25	\$429.00	\$5,148.00
6	2	MC-SS2000	Maintenance Contract for SS2000 Series Encoder	\$22.00	\$44.00	\$528.00
7	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	\$82.50	\$82.50	\$990.00

Total of Contract Monthly

\$1,126.75

Total of Contract Annually

\$13,521.00

Contract Notes:

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A Wieduwilt

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Work Phone: 1-800-288-5120

Fax: 816-847-7513

Approved By: Dee A. Wieduwilt

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Title: Office Manager

Contact Name: Fire Chief Aaron Houk
Customer: City of Neosho
Address: 125 N College Street
City: Neosho
State: MO
Zip: 64850
Phone: 417-451-8021
Cell: 417-438-5296
Fax: *
Email: ahouk@neoshomo.org

Maintenance Agreement No.: 1026231303 Please reference this no. on your order Date Quoted: 10/26/23
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I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____

Signature: _____

Date: _____

Title:

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
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Fax: 816-847-7513
dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
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Fax: 816-847-7513
dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
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1-800-288-5120

MAINTENANCE AGREEMENT

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

5 Days response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Bill No. 2023-186: Contract with Branco Enterprises for Morse Park Restroom

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2023-186 Contract with Branco RE Morse Park bathrooms 2023
 2. CON K w Branco RE Morse Park bathrooms 2023
-

PURPOSE:

Is to seek council approval to accept a contract with Branco Enterprises for the construction of a new ADA Unisex restroom in Morse Park.

BACKGROUND:

Background - The parks department sent out bid packets to contractors for the construction of a new ADA Unisex restroom in Morse Park.. The city received two bids for the project, CSG, Marion Construction, LLC and Branco Enterprises.

The bid from CSG was in the amount of \$57,669.00

The bid for Branco was in the amount of \$51,790.00

Staff recommends approving the bid for Branco in the amount of \$51,790.00

RECOMMENDATION:

The staff's recommendation is to accept the contract with Branco Enterprises and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Branco Enterprises, Inc., a Missouri Corporation, for the purpose of constructing bathrooms at Morse Park for the not to exceed price of Fifty One Thousand Seven Hundred Ninety and 00/100 Dollars (\$51,790.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Branco Enterprises, Inc., a Missouri Corporation, for the purpose of constructing bathrooms at Morse Park for the not to exceed price of Fifty One Thousand Seven Hundred Ninety and 00/100 Dollars (\$51,790.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 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 Branco Enterprises, Inc., a Missouri Corporation, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at Morse Park, specifically restrooms, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at Morse Park, specifically restrooms, 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 thirty (30) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within seven (7) 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 improvements at Morse Park, specifically restrooms.

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 Fifty One Thousand Seven Hundred Ninety and 00/100 Dollars (\$51,790.00) – the full amount of this contract – as follows. Contractor will submit biweekly applications for payment based on the progress of the work. Within fifteen (15) days of City’s receipt and approval of a properly submitted, complete, and correct Progress Payment Application, City shall make payment to Contractor of the amount

approved by City for payment.

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

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Intentionally omitted.

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

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

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

Branco Enterprises, Inc.
ATTN: Justin Branham
12033 E. Highway 86
Neosho, MO 64850

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

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Fifty One Thousand Seven Hundred Ninety and 00/100 Dollars (\$51,790.00) – 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 Fifty One Thousand Seven Hundred Ninety and 00/100 Dollars (\$51,790.00) – 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. Intentionally omitted.

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. Intentionally omitted.

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

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

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

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

BRANCO ENTERPRISES, INC.

David Kennedy, City Manager

Justin Branham, President

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Bill No. 2023-187: Contract with CSG for Senior Center Flooring

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-187 CSG RE Senior Center Flooring
 2. City of Neosho agreement w CSG RE Senior Center flooring
-

PURPOSE:

To approve the contract with CSG to replace the flooring at the Neosho Senior Center.

BACKGROUND:

Staff sent out bids to replace the carpet at the Senior Center with new laminate-type flooring. Bids were sent out to area contractors and vendors and we received 1 bid for the project.

The bid received was from CSG construction, Marion Company, LLC for the amount of \$ 19,805.00.

RECOMMENDATION:

To approve the contract as submitted and authorize the mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing flooring at the Neosho Senior Center for the not to exceed price of Nineteen Thousand Eight Hundred Five and 00/100 Dollars (\$19,805.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Marion Company, LLC, a Missouri Limited Liability Company, d/b/a Construction Services Group, for the purpose of constructing flooring at the Neosho Senior Center for the not to exceed price of Nineteen Thousand Eight Hundred Five and 00/100 Dollars (\$19,805.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing the existing flooring and replacing with new flooring, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing the existing flooring and replacing with new flooring, 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 thirty (30) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within seven (7) 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 improvements at the Neosho Senior Center, 1017 Carl Sweeney Parkway, Neosho, MO 64850, to include removing the existing flooring and replacing with new flooring.

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 Eight Hundred Five and 00/100 Dollars (\$19,805.00) – the full amount of this contract – on the

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

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Intentionally omitted.

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

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

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

Marion Company, LLC
ATTN: Chris Marion
12451 Hwy 59
Neosho, MO 64850

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

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

24. Payment Bond. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wages. Intentionally omitted.

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

MARION COMPANY, LLC

David Kennedy, City Manager

By:
Its:

ATTEST:

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Bill No. 2023-188: Renewal of a Special Use Permit for 400 S. Jefferson St. (Body Art Pros)

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-188 Special Use Permit 400 S Jefferson St
 2. 400 Jefferson St. Renew Special Use Permit
 3. 400 S Jefferson
 4. 400 S Jefferson Zoning
-

PURPOSE:

The purpose of this item is to gain the city council's authorization for the mayor to sign an ordinance renewing the Special Use Permit Body Art Pros at 400 S Jefferson St.

BACKGROUND:

A Special Use Permit was issued for a tattoo parlor at 400 S Jefferson in July of 2020 during Covid. Body Art Pros operated at this location for the past three years and is requesting the renewal of their business license and Special Use Permit. There are no documented complaints against the location and polling of the neighbors in the area uncovered no issues. The business has grown since moving to the location and now has two tattoo stations in the home.

The previous Special Use Permit does not currently list any additional restrictions on the permit.

RECOMMENDATION:

To authorize the special use permit with restrictions determined by the council.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO ROBERT HUTCHINSON TO OPERATE A TATTOO STUDIO AT 400 SOUTH JEFFERTON STREET, NEOSHO, MISSOURI.

WHEREAS, ROBERT HUTCHINSON DESIRES TO OPERATE A TATTOO AT 400 SOUTH JEFFERSON STREET, NEOSHO, MISSOURI; AND

WHEREAS, 400 SOUTH JEFFERSON STREET, NEOSHO, MISSOURI, IS ZONED R-1, FIRST DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, ROBERT HUTCHINSON HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON OCTOBER 24, 2023 AT 6:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

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

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

SECTION 1: A Special Use Permit, authorizing the operation of a tattoo studio for the property located at 400 South Jefferson Street, Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

- A. This Special Use Permit is issued to Robert Hutchinson to operate a tattoo studio at 400 South Jefferson Street, Neosho, Missouri. This Permit is not transferable.
- B. This Permit shall be for a term of three (3) years, renewable in October of 2026.
- C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.
- D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.
- E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

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

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

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

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

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT	PROJECT
Name <u>ROBERT HUTCHISON</u>	Project Location <u>SAME</u>
Address <u>400 S. JEFFERSON ST</u>	Existing Use <u>PRIVATE TATTOO & PIERCING</u>
Phone <u>417.456.6055</u>	Proposed Use <u>PRIVATE TATTOO & PIERCING</u>
Contact Person Name <u>ROBERT</u>	Existing Zone _____
Contact Person Phone _____	Proposed Zone _____

SIGNATURE OF OWNERS & DATE

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

Signature of Owner

6/27/23
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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

Council Minutes – July 7, 2020

2020. The planning and zoning recommended to approve the request. Staff recommends approving the rezoning of this property.

Councilman DeWitt made a motion to approve Bill No. 2020-992; Councilman Workman seconded.

Roll call vote:

Carmin Allen – Yes

Tyler Dewitt - Yes

Angela Thomas – Yes

Tom Workman – Yes

Motion carried.

Resolution Bill No. 2020-36: New Bank Signatories

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, DESIGNATING NEW SIGNATORIES ON CITY OF NEOSHO CHECKING ACCOUNTS HELD AT FIRST COMMUNITY BANK.

Resolution Bill No. 2020-36 was read in title only by Attorney Paul.

City Clerk Wright addressed Council stating that the purpose of this resolution is to designate new signatories on City of Neosho checking accounts held at First Community Bank. After the June election, a new Mayor and Mayor Pro Tempore were appointed. Mayor Allen and Mayor Pro Tempore Thomas were appointed and need to be designated as signors on the First Community Bank checking account.

Councilman Workman made a motion to approve Resolution Bill No. 2020-36; Mayor Allen seconded.

Roll call vote:

Tyler Dewitt - Yes

Angela Thomas – Yes

Tom Workman – Yes

Carmin Allen – Yes

Motion carried.

Public Hearing for Special Use Permit for Body Art Pros

Opened at 7:40 p.m.

Closed at 7:42 p.m.

Special Use Permit for Body Art Pros

Owners, Kat and Bob, spoke to Council about wanting to shut down their tattoo business on Coler Street and move it to their home on South Jefferson. The owners plan to follow state and health department guidelines and have regular inspections. This would help manage exposure and clientele base.

Councilman Workman asked how long a special use permit is for?

Council Minutes – July 7, 2020

Economic Development Director Holcomb addressed Council stating that a special use permit is good for three years and can be renewed at that time.

Mayor Allen stated that he normally would oppose, however he feels that right now we have to support our small businesses.

Councilman Workman asked if they would be taking any new clients?

Kat stated that normally it is family or friends of our current clients. We will not take in walk-ins from the street.

Councilman Workman asked how long and how soon do you need to start at the South Jefferson address?

Kat answered Councilman Workman stating that they need to as soon as possible because they are sinking financially due to the overhead cost.

Councilman DeWitt asked how the parking situation would be.

Bob stated that it would be one client at a time and parking should not be an issue. We do not want a lot of people overlapping. We have also spoke with the County Health Department and Larry came to our facility and said he saw no issue.

Councilwoman Thomas asked if they had a separate entrance to their home.

Bob stated that yes we will have the businesses blocked off from the rest of the home with a separate access door.

Economic Development Director Holcomb addressed Council stating that this went to planning and zoning on June 9th to discuss the issues. Their recommendation was to approve the Special Use Permit for Body Art Pros. There were also signs placed at the Jefferson address letting the public know about the time of the meeting.

Councilman Workman made a motion to approve the Special Use Permit for Body Art Pros; Mayor Allen seconded.

Roll call vote:

Angela Thomas – Yes

Tom Workman – Yes

Carmin Allen – Yes

Tyler Dewitt - Yes

Motion carried.

Public Hearing for Special Use Permit for Flight School

Opened at 7:50 p.m.

Closed at 7:52 p.m.

Special Use Permit for Flight School

Economic Development Director Holcomb addressed Council stating that this special use permit is to allow



Inspection Sheet

203 East Main Street
Neosho, MO 64850
Phone (417) 451-8050
Fax (417) 451-8065

Building Address: 410 S Jefferson

Occupant: Robert Hutchison

☒ RESIDENTIAL ☐ COMMERCIAL

Inspection Type:

☐ Footing/Foundation ☐ Open Wall: ☐ Electric: ☐ Final: ☐ Safety:

☐ Other: SPECIAL USE Inspection

Notes/Comments: ENLARGE TO TWO STATIONS

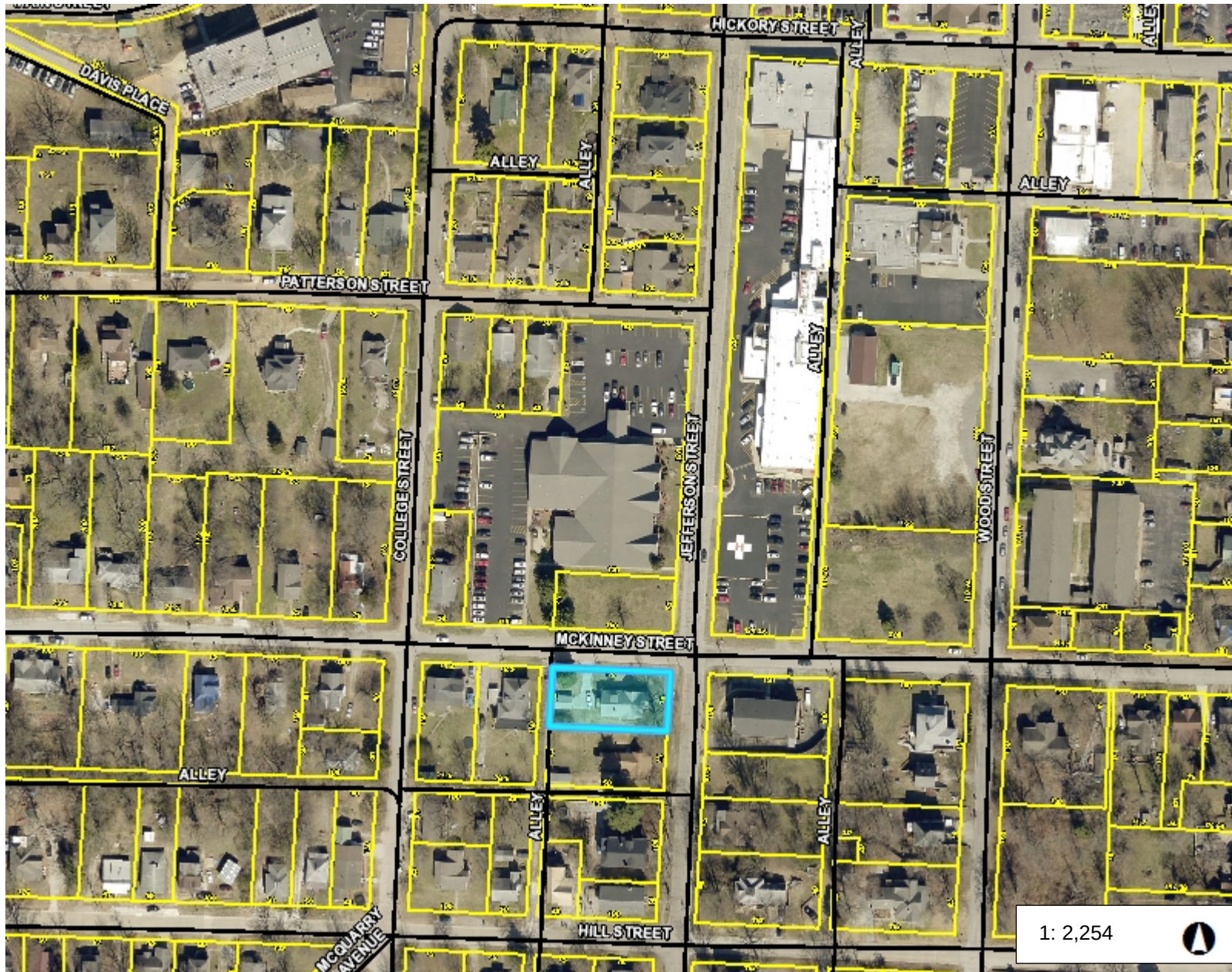
change drains on two sinks -

☐ APPROVED ☐ FAILED

Inspection Official: Tom Long

Date: 8-3-2023

Neosho, MO



Legend

Neosho Streets

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

Parcel

1: 2,254



375.7 0 187.87 375.7 Feet

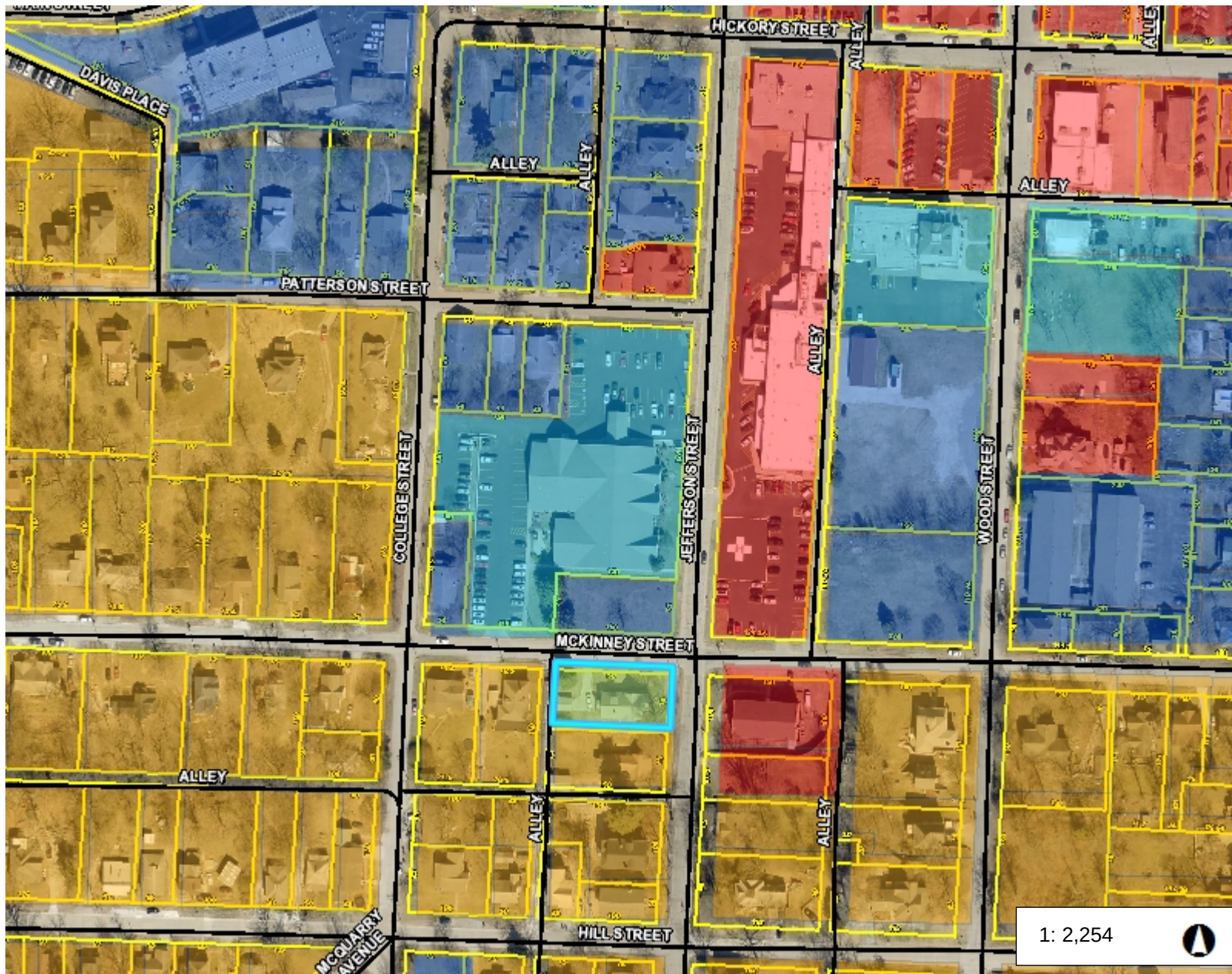
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

400 S Jefferson

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

Zoning

- AG
- R-1
- R-2
- R-3
- C-0
- C-1
- C-2
- C-3
- M-1
- M-2
- RD-1
- Parcel

Notes

Zoning around 400 S Jefferson

375.7 0 187.87 375.7 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Bill No. 2023-189: Idemia Fingerprint machine and software agreement to purchase.

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2023-189 Idemia RE fingerprint equipment and software
 2. LiveScanPacket
-

PURPOSE:

To authorize the Mayor to sign a purchasing agreement between the City Of Neosho and Idemia for fingerprint scanner hardware and software.

BACKGROUND:

The Idemia fingerprint scanner hardware/software purchase, if approved during the "bids" section of this agenda, requires a purchasing agreement to be entered into by the City Of Neosho and Idemia Identity & Security company.

RECOMMENDATION:

It is recommended that the council allows the Mayor to sign the purchasing agreement with Idemia. The agreement has been reviewed by the Neosho City Attorney.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Idemia Identity & Security USA LLC, a Delaware Limited Liability Company, for the purpose of purchasing fingerprint equipment and software for the not to exceed price of Nineteen Thousand Five Hundred Twenty and 00/100 Dollars (\$19,520.00); 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 Idemia Identity & Security USA LLC, a Delaware Limited Liability Company, for the purpose of purchasing fingerprint equipment and software for the not to exceed price of Nineteen Thousand Five Hundred Twenty and 00/100 Dollars (\$19,520.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

Idemia LiveScan Portable Fingerprint System

Idemia LiveScan System: \$17,315.00

Annual Maintenance After First Year: \$2,984.00

Tenprint Card Printer: \$1,365.00

Annual Maintenance After First Year: \$208.00

Total Purchase Price (Initial Cost): \$18, 680.00

Total Annual Maintenance After First Year: \$3,192.00

Monthly Circuit Cost (MSHP Connection): \$70.00



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

August 7, 2023

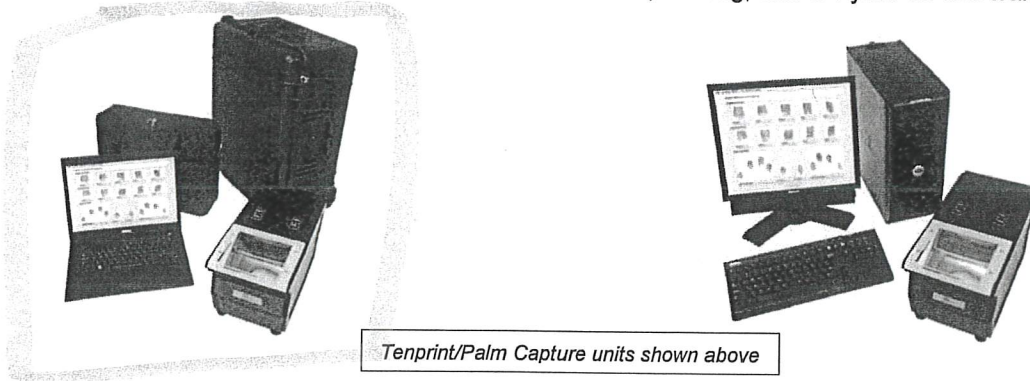
Mari Mallory
Records Clerk
Neosho Police Department
201 N. College St.
Neosho, MO 64850
Tel: 417-451-8012
Email: mmallory@neoshomo.gov

Reference No. IDMO-L080723-03

IDEMIA is pleased to provide Neosho Police Department with the following offer for IDEMIA's LiveScan Booking and Applicant Workstation as described in the **State of Missouri Contract #CT211966001 Amendment 3** executed between the State of Missouri Division of Purchasing and Materials Management and IDEMIA. Pricing is also included for "LiveScan Booking Workstation – LiveScan as a Service" offering.

IDEMIA's fully integrated LiveScan solution provides Neosho Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ 2-Finger FAST ID to Missouri State Highway Patrol (MSHP) AFIS
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface (*option*)
- ◆ Full compliance with MSHP, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ Mug Photo Capture available (*option*)
- ◆ All LiveScan Systems include on-site installation, training, and a 1 year on-site warranty



Tenprint/Palm Capture units shown above

Palms and Rolled Fingerprint Capture - Table 1 – Table 2

Desktop - Palms and Rolled Fingerprints

Table 1. Pricing / Maintenance

Product Number	Product Name and Description	Unit Price
LSMO-D0M53E-00	IDEMIA LiveScan System Desktop Booking Workstation, Palms and Rolled Fingerprints including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Foot pedal for hands free advancement ♦ Standard Missouri Workflows and Profiles ♦ 2-Finger FAST ID ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$16,573
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,989
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 24X7, Next day on-site response and parts replacement	\$3,559

Portable - Palms and Rolled Fingerprints

Table 2. Pricing / Maintenance

Product Number	Product Name and Description	Unit Price
LSMO-T0M53E-00	IDEMIA LiveScan System Portable Booking Workstation, Palms and Rolled Fingerprints including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner ♦ Laptop Computer ♦ Carrying Case ♦ Foot pedal for hands free advancement ♦ Standard Missouri Workflows and Profiles ♦ 2-Finger FAST ID ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$17,315
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,984
	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 24X7, Next day on-site response and parts replacement	\$3,718

Current shipping is 60+ days after receipt by IDEMIA of Neosho Police Department completed pre-installation documentation, or as otherwise scheduled.

Options and Pricing

IDEMIA equipment and service options and pricing described in Table 3.

Product Number	Product Name and Description	Unit Price	Annual Maintenance	
			9X5	24X7
ESLO-PMLDHT-00	Printer Black & White Duplex-Tray Tenprint card printer (finger & palm)	\$1,365	\$208	\$255

LSMO-DDMSUG-00	Desktop/Portable – Mug Photo Capture (Type 10) including Camera, Software	\$1,365	\$208	\$255
RMS-Interface	Local RMS Interface Connection	\$2,000	\$300	\$440

Annual Maintenance prices shown above reflect Year 2 only.

Customer Responsibilities

Neosho Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Neosho Police Department network devices.
- ◆ Obtaining all required authorizations for connecting to the Missouri State AFIS / Missouri State Highway Patrol (MSHP)
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Neosho Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

NOTE: Neosho Police Department is encouraged to contact Kerry Creach, Email Kerry.Creach@mshp.dps.mo.gov or Andrew Benner, Email andrew.benner@mshp.dps.mo.gov CJIS Program / Biometrics, State AFIS Administration, Criminal Justice Information Services (CJIS), Missouri State Highway Patrol, for establishing connectivity to MSHP prior to purchase.

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between MSHP and Neosho Police Department will be in place.
- ◆ Neosho Police Department will provide all necessary communication to connect to MSHP. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity with MSHP has been established and verified and IDEMIA's Program team has received the Neosho Police Department-completed pre-install documentation.

Terms

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions on Neosho Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Product purchase will be governed by **State of Missouri Contract #CT211966001 Amendment 3**. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation. Specifics for installation are scheduled by mutual agreement and any additional functionality or interface requirements can be evaluated for pricing.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Purchase orders should reference **State of Missouri Contract #CT211966001 Amendment 3**. Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: noemi.islas@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Noemi Islas
IDEMIA Inside Sales
Email: noemi.islas@us.idemia.com | Tel: (657) 652-4447

Pricing valid through: October 31, 2023

Sincerely,



Casey Mayfield
Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Neosho Police Department agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): \$

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Email



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Eric T. Olson, Superintendent



An
Internationally
Accredited
Agency

Michael L. Parson
Governor

Sandra K. Karsten
Director

April 6, 2022

Dear MULES Agency Representative:

This information is provided relative to Fiscal Year 2023 CJIS Network Charges. The Criminal Justice Information Services (CJIS) Division of the Missouri State Highway Patrol (MSHP) is responsible for the operation and maintenance of the Missouri Uniform Law Enforcement System (MULES), which runs over the criminal justice state cooperative network. Fees from participating agencies pay the network costs.

Since your agency is currently a MULES user, we are taking this opportunity to inform you of connection options and rates for Fiscal Year 2023. The chart below lists monthly rates for all circuit or internet-based connections to the network. These rates take effect July 1, 2022 and will remain in effect through June 30, 2023. Your agency will continue to be invoiced by the Missouri State Highway Patrol for these charges.

Connection service options and prices change from year to year, based on a number of variables, including network costs and availability, technology upgrades, number of agencies utilizing each option, etc. Shifts in service availability and costs can sometimes make it feasible to increase bandwidth and connection speeds for a minimal cost difference. Please consider all connection options available to you and assess the option that best meets the needs of your agency. If you have questions or wish to initiate a change in your service connection, please contact the MSHP Helpdesk at (800) 877-2897, or email mshphelpdesk@mshp.dps.mo.gov.

The FY23 Cost Allocation Plan (CAP) once again offers cost options for agencies that share circuits or internet connections. These charges cover network infrastructure (backbone) and indirect costs that are relevant to every user on the network. Each agency participating in a shared environment will incur a share cost, in addition to the circuit or internet charge for the primary connection. This shared cost is not applied to the primary agency housing the connection. The FY23 shared circuit cost is \$70.00 per month, per sharing agency, and the shared LAN-to-LAN cost is \$70.00 per month, per sharing agency. As was the case with the previous CAP, we will continue to bill the total cost for each site to the agency housing the circuit. Charges may be split and passed on to the sharing agencies within your site, per your local agreements, as appropriate.

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Demolition Project (Schaffer Building)

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT: None

PURPOSE:

To discuss the demolition of the Schaffer Building and grant opportunities available through CDBG downtown revitalization funding.

BACKGROUND:

The City of Neosho has begun acquiring property to construct a new public safety center for the Police and Fire Departments. With the purchase of the Schaffer Building, we knew demolition would have to occur. I met with HSTCC to discuss grant opportunities to help offset the costs to the city. Through a CDBG downtown revitalization grant, it would be a 80/20 match for the demolition of this structure. The Neosho School District has also recently purchased a parcel of property formally known as Twin Rivers. They are also interested in this funding for the CDBG grant to help offset the demolition costs for their project. I will have Neosho School district personnel available along with HSTCC to discuss these two projects and what would need to occur for this partnership.

RECOMMENDATION:

Provide guidance on the application for the CDBG grant process.

REQUESTED COUNCIL MEETING DATE: November 7, 2023

ITEM: Gospel Lighthouse Church Sign

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. 20231031_141848

PURPOSE:

The purpose of this item is to gain council direction in determining how to proceed in the matter of the existing Gospel Lighthouse Church sign on High Street.

BACKGROUND:

At least two years ago, a previous city employee mistakenly authorized the Gospel Lighthouse Church to place a sign at the end of High Street on city property. This error was discovered while working on another project. Additionally, the sign is larger than a church is allowed in an R-1 zone.

RECOMMENDATION:

To seek Council approval if a lease agreement is an option or we will need to have the occupant remove the sign.

