

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Friday, March 29, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, April 2, 2024 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. March 19, 2024 Open Session Council Minutes
2. March 27, 2024 Special Session Council Minutes
3. Bill No. 2024-12: Dalbom Timber Management Airport Timber Contract
4. Bill No. 2024-18: Crowder Reservoir Repairs
5. Bill No. 2024-19 Skillpath Agreement - PDT
6. Bill No. 2024-20: KPM ARPA Examination Engagement Letter
7. Bill No. 2024-21: CDC Contract Personnel Information Update

VISITOR'S BUSINESS

1. Ida Marcum- RV Park
2. Robert Pratt - Cable Company

BIDS

1. Auditorium Insulation Work
2. Auditorium Renovations
3. Water Tower Demolition
4. Crowder Pumps

NEW BUSINESS

1. Bill No. 2024-23: GoTo Phone System Service Contract
2. Bill No. 2024-24: Voluntary Annexation of 1420 N Business 49 (Neosho Storage LLC)
3. Bill No. 2024-27: Engineering Services Agreement with Allgeier, Martin and Associates
4. Bill No. 2024-29: Surplus City Vehicles and Heavy Equipment

April 2, 2024 City Council Meeting

5. Resolution Bill No. 2024-15: Assignment of Real Estate - 503 Park Street
6. Resolution Bill No. 2024-16: Assignment of Real Estate - 505 Park Street
7. Resolution Bill No. 2024-17: Adopting a Duplication of Benefits Policy for CDBG (DR) Grants
8. Resolution Bill No. 2024-18: Intent to Seek MoDED CDBG (DR) Funding
9. Resolution Bill No. 2024-19: MIRMA
10. Resolution Bill No. 2024-20: Irrevocable Trust Charles Schwabb
11. Pitney Bowes Agreement - Folder/Insert
12. Say and Play Communication Board, in Big Spring Park & Morse Park.
13. TDD Annual Nominations
14. Airport Lease Agreement

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.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
March 19, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor John St. Clair opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Charles Collinsworth, Ashton Robinson

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilwoman Humphrey made a motion to Approve the Consent Agenda to include the following:

March 5, 2024 Open Session Minutes

Bill No. 2024-15

Bill No. 2024-16

Bill No. 2024-17;

Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

VISITOR'S BUSINESS

KPM FY 2023 Audit Presentation

Matthew Wallace with KPM presented the city's 2023 audit to the city council. The audit report can be found on the city's website.

PUBLIC HEARINGS

Public Hearing for Request for Annexation of Property located at 1420 N Business, 49 Neosho Storage LLC

Mayor Davidson opened the public hearing for the request for annexation of the property located at 1420 N. Business, 49 Neosho Storage LLC at 7:17 p.m.

There was nobody present to speak.

Mayor Davidson closed the public hearing at 7:17 p.m.

BIDS

City-Wide Phone System

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the phone system bid from GoTo. The city has rebid the phone services contract as a matter of routine best practices. Requests for proposals were sent to multiple VOIP providers and posted on the city's public pages and sites. A total of ten bid packets were received and reviewed. Three main contenders (Crexendo, GoTo, and Vertical) were identified by cost and then closely analyzed for bid compliance and actual costs. Staff recommends approving the bid from GoTo.

Councilman Cobb made a motion to Approve the bid from GoTo for the City phone system; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

City-Wide Property/Liability/Work Comp. Insurance

City Clerk Wright addressed the city council stating that the purpose of this bid item is to accept the RFQ from MIRMA for the city's property, liability and work comp. insurance. The city sent out an RFQ for city property, liability and work comp. insurance. The city received two RFQs back, one from MIRMA and one from Higgonbotham Insurance (formerly known as Connell Insurance). After reviewing the two RFQs, staff requested each company to submit an offer. Staff received an email prior to the meeting set with Higgonbotham informing the city that their company was not

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going to be able to compete with MIRMA pricing, due to the property market cost being so high. (The email is in the packet.) MIRMA met with staff and presented their cost to the city of approximately \$550,921.00 based on the upcoming year's assessment. MIRMA's rate is recalculated annually each May to become effective July 1st of that year. Staff had to submit prior to March in the event that another company won the bid, staff would have to present a cancellation to MIRMA by March 30th. Staff recommends approving the RFQ from MIRMA for city property, liability and work comp insurance.

Councilman Cobb made a motion to Approve the RFQ from MIRMA for the City's property, liability and work comp insurance; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Engineering RFQ

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the engineering on-call services various aspects of civil infrastructure, including water distribution, water and wastewater filtration, transportation, and storm water. To select a suitable provider, we issued multiple Requests for Qualifications (RFQs) and received responses from six firms. To ensure an objective evaluation, we utilized a point rating sheet with criteria covering experience and technical competence, capacity and capability, as well as past record of performance. Our selection team is comprised of the Finance Director, the City Clerk, and myself as the Public Works Director. After a thorough assessment and consideration of all submitted qualifications, the combined rating score from all four evaluators determined the selection outcome.

Allgeier Martin & Associates 228

Wilson & Company 211

Horner Shifrin 209

Toth & Associates 190

Palmerton & Parrish 129

Miller Engineering 121

Staff recommends the council select Allgeier Martin & Associates. They received the highest score among the six companies.

Councilwoman Thomas made a motion to Approve the RFQ from Allgeier, Martin and Associates for city engineering services; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Pitney Bowes - Folder/Inserter Lease

Finance Director Forest addressed the city council stating that this agenda item is to seek council approval to lease a folder/inserter. The current folder/inserter is past the original lease period and in the secondary lease where parts are no longer covered, and the monthly lease can increase. Staff went out for bid and received two

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back for the lease. Pitney Bowes's is the lowest bid, with a fee of 60 months, to be billed at \$224.41 a month for the first 12 and \$322.51 for the remaining 48 months. Staff recommends approval of Pitney Bowes bid for the new lease of a folder/inserter.

Mayor Davidson made a motion to Approve a three-year lease with Pitney Bowes for the Finance folder/inserter; Councilwoman Thomas seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2024-12: Dalbom Timber Management Airport Timber Contract

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for timber management services with Dalbom Timber Management, LLC, for the purpose of providing timber management services on certain property owned by the City of Neosho with contingent payment for services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-12 in title only.

Councilwoman Thomas made a motion to Approve and discuss Bill No. 2024-12; Councilman Cobb seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the mayor to sign a contract with Dalbom Timber Management to evaluate timber located on airport property and market it for harvest and sale. The council has previously approved the staff to look into the sale of mature timber on the airport property. This agreement with Dalbom Timber Management (DTM) allows DTM to evaluate, mark and market for sale, mixed timber on the airport property. Staff recommend the council approve the agreement.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-18: Crowder Reservoir Repairs

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for repairs to the Camp Crowder Reservoir with Utility Service Co. Inc., d/b/a USG Water Solutions, a Foreign Corporation, for the purpose of providing repairs to the Camp Crowder Reservoir for the not to exceed price of Twenty Three Thousand One Hundred and Twelve and 00/100 Dollars (\$23,112.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-18 in title only.

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Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-18; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that this agenda item is to seek council approval of the contract with USG for the Crowder Reservoir Repairs. The city contracted with USG to engineer the intake structure for our underground water storage facility.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-19 Skillpath Agreement - PDT

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-19 in title only.

Councilwoman Thomas made a motion to Approve and Discuss Bill No. 2024-19; Councilman Cobb seconded.

Finance Director Forest addressed the city council requesting to provide annual on demand training for the five finance staff to assist in personal development and increase their skills. Skillpath offers a learning experience platform with over 1,400 on-demand, self-paced training assets. The courses range from webinars, articles and courses which can be assigned or of their choice. The agreement is from April 1, 2024 to March 31, 2025 and terminates at the end of the agreement. The cost for 5 licenses is \$1,160.00.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-20: KPM ARPA Examination Engagement Letter

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2023, specifically ARPA funds, for the not to exceed price of Three Thousand and 00/100 Dollars (\$3,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-20 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-20; Councilwoman Humphrey seconded.

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Finance Director Forest addressed the council stating that this is to request approval of the City's ARPA examination engagement letter with KPM. On September 5, 2023, the City Council awarded the bid for the City's annual auditing services to KPM. The engagement letter is to be renewed and approved on an annual basis as the need arises for single audits/examinations. This engagement letter is for the APRA examination for the City's fiscal year ending September 30, 2023. Staff recommends the City Council approve the engagement letter and authorize the Mayor to execute.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-21: CDC Contract Personnel Information Update

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

Attorney Snyder read Bill No. 2024-21 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-21; Councilman Workman seconded.

Police Chief Baird addressed the council stating that this contract is to update the 2024 Central Dispatch contract with updated personnel information. Staff recommends the mayor be allowed to sign the contract. City attorney has reviewed the document.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-11: Social Media Policy

A RESOLUTION of the City of Neosho, Missouri, adopting a Social Media Policy.

Attorney Snyder read Resolution Bill No. 2024-11 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-11; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the council stating that this is to adopt a citywide Social Media Policy. This policy will provide direction and guidance when posting on social media on city platforms.

Roll call vote:

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

No: None

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Abstain: None
Passed.

Resolution Bill No. 2024-12: Downtown Light Banner Policy

A RESOLUTION of the City of Neosho, Missouri, adopting a Street Banner Policy.

Attorney Snyder read Resolution Bill No. 2024-12 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-12; Councilwoman Humphrey seconded.

City Manager Kennedy addressed the council stating that this item is to request approval for a new light banner policy program. The drafted policy has been updated from previous discussions to cover areas that were not addressed. This will provide guidance to staff on the use of our streetlights as it relates to banners.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-13: MO Department of Economic Development CDBG (DR) Grant - Retention Pond Property Intent to Apply

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE HARRY S TRUMAN COORDINATING COUNCIL TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING FOR FLOOD PROTECTION.

Attorney Snyder read Resolution Bill No. 2024-13 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Resolution Bill No. 2024-13; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval to submit documents for a grant to help fund the acquisition of property for the construction of storm-water retention ponds.: The city has been involved in several ongoing engineered projects to help reduce the severity of flooding in town. The grant would assist with up to \$200,000 in funds to purchase land to construct storm-water retention ponds that would help with flooding on the School Branch.:

Roll call vote:

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

No: None

Abstain: None

Passed.

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Resolution Bill No. 2024-14: MO Department of Economic Development CDBG (DR) Grant HRM Housing Addition Intent to Apply

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE HARRY S TRUMAN COORDINATING COUNCIL TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING FOR AFFORDABLE HOUSING.

Attorney Snyder read Resolution Bill No. 2024-14 in title only.

Councilman Cobb made a motion to Approve and Discuss Resolution Bill No. 2024-14; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for staff to submit documents for a grant to help fund infrastructure for a housing addition that would provide housing for low to mid income seniors or families. HRM Services has previously constructed a project in Neosho (Kodiak Village) and is currently working to develop another 48+/- unit addition that would provide housing for low to mid-income seniors or families. If awarded, this grant would allow the city to provide up to 2.5 million in water, sewer and street infrastructure for the project.

Roll call vote:

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

No: None

Abstain: None

Passed.

Irrevocable Consent to Annexation 15229 Highway TT

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the Irrevocable Consent to Annexation for 15229 Highway TT. The owners of 15229 Highway TT wish to connect to city water. The property is not contiguous with the city and is not eligible for annexation at this time. The property owners have completed the necessary documents for an Irrevocable Consent to Annexation.

Councilwoman Thomas made a motion to Approve the Irrevocable Consent for 15229 Hwy TT; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Amendment to Electric Service Agreement with Liberty Utilities

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the amendments to the contract with Liberty Utilities. These amendments are for the replacement of four non-working streetlights and to be replaced with new LED streetlights. These lights will come with a small monthly decrease in usage charges.

1. Valley & McKinny St WO#1031138 monthly decrease -\$1.78

2. Meadows Dr WO#1031137 monthly decrease -\$1.78

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3. Hwy 59 & V WO#1031283 monthly decrease -\$0.87
 4. Walnut & Terrace Pl WO#1031147 monthly increase \$0.77
- Total decrease -\$3.66

Councilwoman Thomas made a motion to Approve the amendment to the Liberty Utilities; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Hotel/Motel Request

City Manager Kennedy addressed the city council stating that he met with Lucas Thogmartin. Mr. Thogmartin represents the Newton County Fair. This event has been struggling in recent years with funding and getting bands for this event. He asked to use Hotel/Motel funds to help offset some of this cost. The request would be around \$2,000 per band, and the event typically had three nights of bands with a full amount of \$6,000.

Councilman Cobb made a motion to Approve \$6,000 to go towards the Newton County Fair for the bands for three nights, if there are only two nights then the amount would be \$4,000; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

February Financial Report

Finance Director Forest presented the February financial to the council.

Airport Lighting

Development Services Director Leavens addressed the city council updating the council on the Airport Lighting issues due to the lightning strike.

CLOSED SESSION

Mayor Davidson made a motion to go into closed under Section 610.021 (1) and (2); Councilwoman Thomas seconded.

Roll call vote:

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

No: None

Abstain: None

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Passed.

Mayor Davidson closed the meeting at 8:13 p.m.

Mayor Davidson reconvened open session at 9:05 p.m. and announced that one vote was taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson closed the March 19, 2024 Council Meeting at 9:06 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
March 27, 2024 - 3:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Pro Tem Robinson called the meeting to order at 3 p.m.

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Richard Davidson (Present via Zoom for Closed Session)

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CLOSED SESSION

Mayor Pro Tem Robinson asked for a motion to go into closed session.

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

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Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson closed open session at 3:01 p.m.

Mayor Pro Tem Robinson reconvened open session at 4:31 p.m. and announced that no votes were taken.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Pro Tem Robinson adjourned the March 27, 2024 Special Session at 4:31 p.m.

APPROVED

NEOSHO CITY COUNCIL

ATTEST

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: March 19, 2024

ITEM: Bill No. 2024-12: Dalbom Timber Management Airport Timber Contract

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-12 Contract with Dalbom - Timber Management
 2. Dalbom Timber Management Contract
 3. 2024 Timber Harvest Area
-

PURPOSE:

The purpose of this item is to gain council's approval for the mayor to sign a contract with Dalbom Timber Management to evaluate timber located on airport property and market it for harvest and sale.

BACKGROUND:

The council has previously approved the staff to look into the sale of mature timber on the airport property. This agreement with Dalbom Timber Management (DTM) allows DTM to evaluate, mark and market for sale, mixed timber on the airport property.

RECOMMENDATION:

Staff recommend the council approve the agreement.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for timber management services with Dalbom Timber Management, LLC, for the purpose of providing timber management services on certain property owned by the City of Neosho with contingent payment for services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for timber management services with Dalbom Timber Management, LLC, for the purpose of providing timber management services on certain property owned by the City of Neosho with contingent payment for services of ten (10%) percent commission or an hourly rate if without commission, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2024, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

**CITY OF NEOSHO, MISSOURI
TIMBER MANAGEMENT AGREEMENT**

This **AGREEMENT** is entered into this _____ day of _____, 2024 (“the Effective Date”), by and between the City of Neosho, Missouri (hereinafter “City”), and Dalbom Timber Management LLC, a Missouri Limited Liability Company (hereinafter “Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

WHEREAS, City desires to engage an independent contractor for the purpose of providing timber management services for the harvesting of trees on certain real property owned by the City; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing timber management services for the harvesting of trees on certain real property owned by the City; and

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. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the scope of services to include marking, scaling and marketing timber located on certain real property as described in the attached Exhibit “A”, Timber Harvest Area. Contractor will seek out buyers of the timber to be harvested and companies to perform harvesting of timber, pursuant to acceptance by the City.

2. Harvest Selection. City agrees to have Contractor scale, mark and market timber in the area shown on Exhibit “A”. Bids from prospective buyers and/or timber harvesters (“Buyer”) shall be submitted to the City and selected in accordance with City Code bid provisions. The City shall have final authority on timber to be harvested and reserves the right to refuse any and all bids. Payment for timber to be harvested will be made prior to harvest by the selected bidder.

3. Costs and Payment. City shall pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor a contingent commission fee of ten (10%) percent of the total selected bid amount. If Contractor fails to provide a Buyer then no fee shall be paid by the City. If Buyer(s) are provided by Contractor, but City shall refuse to accept and approve bid of all Buyer(s) then Contractor shall be paid at the rate of \$25.00 per hour for all work, including travel to perform timber management services.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker’s compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum

Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

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

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

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

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

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

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

11. Contract Documents. The contract documents shall consist of the Agreement.

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

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

14. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products

provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

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

16. 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.

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

18. 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 or Contractor may terminate this Agreement, without cause, by giving thirty (30) days' written notice of the same.

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

20. 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.

21. 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.

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

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

CITY OF NEOSHO, MISSOURI

DALBOM TIMBER MANAGEMENT, LLC

Richard Davidson, Mayor

Clint Dalbom, Owner

ATTEST:

Cheyenne Wright, City Clerk

Neosho, MO



Legend

Neosho Streets

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

1: 9,018



1,503.0 0 751.48 1,503.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Timber Harvest Area

REQUESTED COUNCIL MEETING DATE: March 19, 2024

ITEM: Bill No. 2024-18: Crowder Reservoir Repairs

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2024-18 Contract with Utility Service Co. Inc. - USG - Camp Crowder Reservoir Repairs
 2. Crowder Reservoir Repair Contract
 3. Camp Crowder Reservoir-IR-2023
-

PURPOSE:

Approve the contract for USG.

BACKGROUND:

The city contracted with USG to engineer the intake structure for our underground water storage facility. This bid was accepted by council. However, during the last meeting we only presented one ordinance for approval. The entire scope of work involves cleaning the water storage tanks and rebuilding the intake structure.

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 repairs to the Camp Crowder Reservoir with Utility Service Co. Inc., d/b/a USG Water Solutions, a Foreign Corporation, for the purpose of providing repairs to the Camp Crowder Reservoir for the not to exceed price of Twenty Three Thousand One Hundred and Twelve and 00/100 Dollars (\$23,112.00); 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 repairs to the Camp Crowder Reservoir with Utility Service Co. Inc., d/b/a USG Water Solutions, a Foreign Corporation, for the purpose of providing repairs to the Camp Crowder Reservoir for the not to exceed price of Twenty Three Thousand One Hundred and Twelve and 00/100 Dollars (\$23,112.00); a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **01/24/24**

Submitted by: **Tom Stechmann**

Local Phone: (314) 420-4912

SFID: **78846**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Neosho, Missouri			Phone Number: 417-451-8050		Fax Number:	
Street Address: 203 East Main Street			Description of Work to be Performed: Concrete Tank Services			
City: Neosho		State: MO	Zip Code: 64850	Asset Name: Camp Crowder Reservoir		
Accounts Payable Contact Name: Leslie Forest		Email: lforest@neosho.org		Job Site Address: 4380 Doniphan Drive		
Job Contact (Inspection Reports): Brian Pieper		Email: bpieper@alliancewater.com		County / Parish: Newton	Asset Size: 2 MG	
				Asset Style: Concrete/Reservoir		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Twenty Three Thousand One Hundred and Twelve-----00 /100 Dollars \$ 23,112.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



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usgwater.com

Exhibit A – Scope of Work

Concrete Tank Services

- 1. The existing brick access structure shall be removed.**
- 2. Furnish and install a designed and fabricated carbon steel structure protected with a high performance coating system.**
- 3. The access structure shall be equipped with a "Bilco" lockable/ secure access hatch.**
- 4. Four new vent screens shall be installed.**



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Exhibit A – Scope of Work Continued

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Notes / Exclusions

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Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
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Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



Tom Stechmann
Utility Service Company Inc.
1701 Wynbrick Drive
Liberty, MO 64068
314-420-4912

Crowder Ground Reservoir Inspection Report

City of Neosho, Missouri

Prepared For:
City of Neosho

Prepared By:
Tom Stechmann
Water System Consultant

Date:
November 2023



General Information

INTRODUCTION

On November 7, 2023, Utility Service Co., Inc. conducted an ROV inspection of the Concrete Underground water storage tank. The purpose of the inspection was to determine the condition of the **coatings** and **structure**, and evaluate the tank for compliance with current **sanitation** guidelines, **safety & security** regulations and guidelines in accordance AWWA, OSHA, Missouri DNR, Environmental Protection Department, US EPA and US Dept of Homeland Security and related state and federal agencies.

In this report, you will find a description of the current condition of this tank along with photographs to support the recommendations.

TANK DETAILS

CAPACITY:	2 million Gallons	DESIGN:	Concrete Below Grade
INSPECTION DATE:	11-07-2023	INSPECTOR:	Bob Davis
CONSTRUCTION STYLE:	Concrete	CONSTRUCTION DATE:	N/A
BUILDER:	N/A	HEIGHT/ DIMENSION:	N/A
EXTERIOR COATING:	None	EXTERIOR LEAD/ CHROMIUM PRESENCE:	None
INTERIOR COATING:	None	INTERIOR LEAD/CHROMIUM PRESENCE:	None

Exterior Coating Conditions

Exterior:

This concrete tank is below grade and has no exposed exterior surfaces except for the access hatch. The access hatch exterior is brick.

RECOMMENDATIONS

None

Interior Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The tank interior does not contain an epoxy coating. The tank interior exhibits areas of very small cracks.

SIDEWALLS

The tank interior sidewalls do not contain an epoxy coating. The tank sidewalls appear to be in good condition.

FLOOR

The tank floor area is in good condition and does not contain an epoxy coating.

RECOMMENDATIONS

An option for long term structural and water quality integrity, the tank interior can be renovated to include repairing any cracks, preparing and coating the entire tank interior with an NSF certified Epoxy lining system.

- ***Safety, Sanitation, and Structural Conditions***

SAFETY

Ladders

The tank interior steps exhibit severe corrosion. **It is recommended to replace the interior steps.**

Secondary Access Hatch

There is no secondary access hatch on this tank.

SANITATION

Roof Hatch

The roof hatch does not comply with current OSHA standards and MO DNR guidelines which require that roof hatch be a minimum of 24 " diameter and be framed 4" to 6" above the surface of the roof at the opening and that it should be fitted with a solid watertight cover which overlaps the framed opening and extends down around the frame a minimum of two inches to prevent contaminated rainwater from entering the tank. The roof hatch cover exhibits severe corrosion. The brick roof access structure is in poor condition. **It is recommended to remove the entire roof hatch structure and replace it with a stainless steel structure equipped with a complaint locking roof hatch and roof vent.**

Roof Vent

MO DNR guidelines require that a tank have a vent, which is both freeze-proof and insect-proof, on the top of the tank to prevent contamination from birds, bats and insects. These guidelines also suggest the screen be protected from direct contact with the elements. This tank is equipped with louver vents built into the vertical roof access structure. **It is recommended to install a MODNR compliant roof vent.**

STRUCTURAL

The internal piping could not be properly inspected with an ROV.

The interior concrete columns appear to be in good condition.

SECURITY

This tank is equipped with a security fence and the access gate was locked at the time of our inspection.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall, this concrete reservoir is in fair to good condition. The tank interior could potentially be lined with an NSF certified lining system. In addition to the interior conditions, modifications and/or upgrades are recommended to bring this tower into current standards. The safety and sanitary issues are the most important.

RECOMMENDATIONS

- It is highly recommended to replace the entire roof hatch structure and Install a MODNR compliant roof vent ASAP.



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5

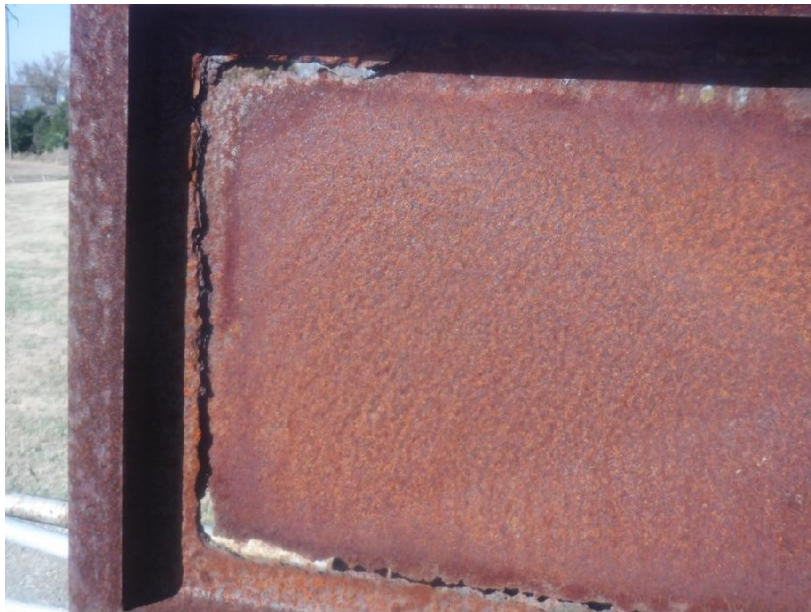


Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15

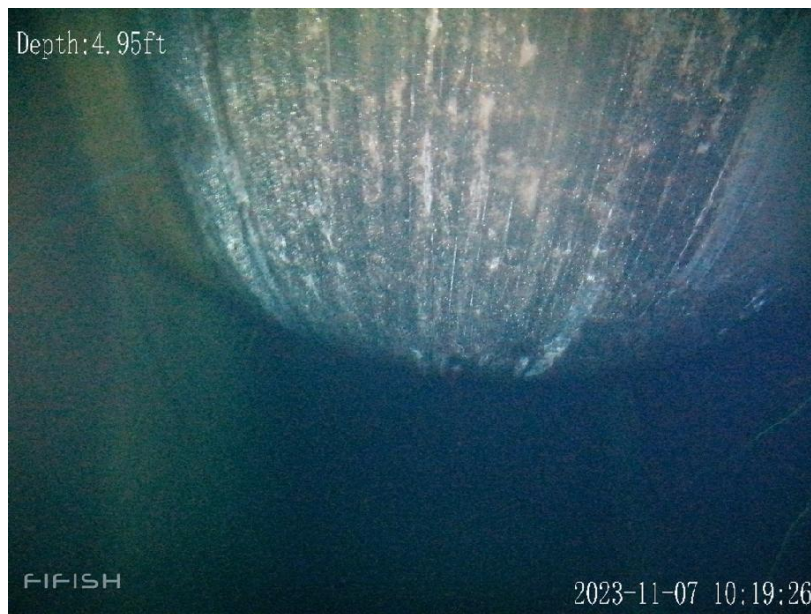


Photo #16



Photo #17



Photo #18



Photo #19



Photo #20



Photo #21



Photo #22



Photo #23



Photo #24



Photo #25



Photo #26



Photo #27



Tom Stechmann
Utility Service Company Inc.
1701 Wynbrick Drive
Liberty, MO 64068
314-420-4912

Crowder Ground Reservoir Inspection Report

City of Neosho, Missouri

Prepared For:
City of Neosho

Prepared By:
Tom Stechmann
Water System Consultant

Date:
November 2023



General Information

INTRODUCTION

On November 7, 2023, Utility Service Co., Inc. conducted an ROV inspection of the Concrete Underground water storage tank. The purpose of the inspection was to determine the condition of the **coatings** and **structure**, and evaluate the tank for compliance with current **sanitation** guidelines, **safety & security** regulations and guidelines in accordance AWWA, OSHA, Missouri DNR, Environmental Protection Department, US EPA and US Dept of Homeland Security and related state and federal agencies.

In this report, you will find a description of the current condition of this tank along with photographs to support the recommendations.

TANK DETAILS

CAPACITY:	2 million Gallons	DESIGN:	Concrete Below Grade
INSPECTION DATE:	11-07-2023	INSPECTOR:	Bob Davis
CONSTRUCTION STYLE:	Concrete	CONSTRUCTION DATE:	N/A
BUILDER:	N/A	HEIGHT/DIMENSION:	N/A
EXTERIOR COATING:	None	EXTERIOR LEAD/CHROMIUM PRESENCE:	None
INTERIOR COATING:	None	INTERIOR LEAD/CHROMIUM PRESENCE:	None

Exterior Coating Conditions

Exterior:

This concrete tank is below grade and has no exposed exterior surfaces except for the access hatch. The access hatch exterior is brick.

RECOMMENDATIONS

None

Interior Conditions

ROOF AND AREA ABOVE HIGH WATER LEVEL

The tank interior does not contain an epoxy coating. The tank interior exhibits areas of very small cracks.

SIDEWALLS

The tank interior sidewalls do not contain an epoxy coating. The tank sidewalls appear to be in good condition.

FLOOR

The tank floor area is in good condition and does not contain an epoxy coating.

RECOMMENDATIONS

An option for long term structural and water quality integrity, the tank interior can be renovated to include repairing any cracks, preparing and coating the entire tank interior with an NSF certified Epoxy lining system.

- ***Safety, Sanitation, and Structural Conditions***

SAFETY

Ladders

The tank interior steps exhibit severe corrosion. **It is recommended to replace the interior steps.**

Secondary Access Hatch

There is no secondary access hatch on this tank.

SANITATION

Roof Hatch

The roof hatch does not comply with current OSHA standards and MO DNR guidelines which require that roof hatch be a minimum of 24 " diameter and be framed 4" to 6" above the surface of the roof at the opening and that it should be fitted with a solid watertight cover which overlaps the framed opening and extends down around the frame a minimum of two inches to prevent contaminated rainwater from entering the tank. The roof hatch cover exhibits severe corrosion. The brick roof access structure is in poor condition. **It is recommended to remove the entire roof hatch structure and replace it with a stainless steel structure equipped with a complaint locking roof hatch and roof vent.**

Roof Vent

MO DNR guidelines require that a tank have a vent, which is both freeze-proof and insect-proof, on the top of the tank to prevent contamination from birds, bats and insects. These guidelines also suggest the screen be protected from direct contact with the elements. This tank is equipped with louver vents built into the vertical roof access structure. **It is recommended to install a MODNR compliant roof vent.**

STRUCTURAL

The internal piping could not be properly inspected with an ROV.

The interior concrete columns appear to be in good condition.

SECURITY

This tank is equipped with a security fence and the access gate was locked at the time of our inspection.

SUMMARY AND RECOMMENDATIONS

SUMMARY

Overall, this concrete reservoir is in fair to good condition. The tank interior could potentially be lined with an NSF certified lining system. In addition to the interior conditions, modifications and/or upgrades are recommended to bring this tower into current standards. The safety and sanitary issues are the most important.

RECOMMENDATIONS

- It is highly recommended to replace the entire roof hatch structure and Install a MODNR compliant roof vent ASAP.



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5

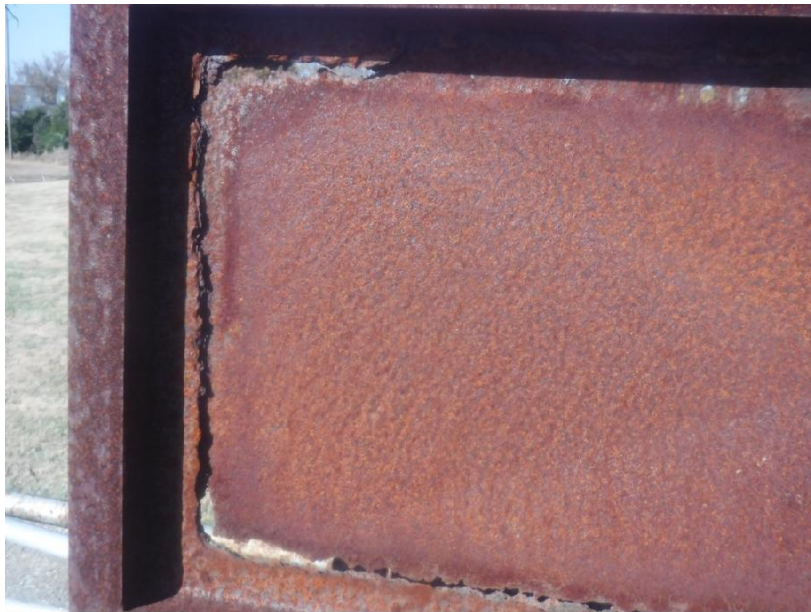


Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15

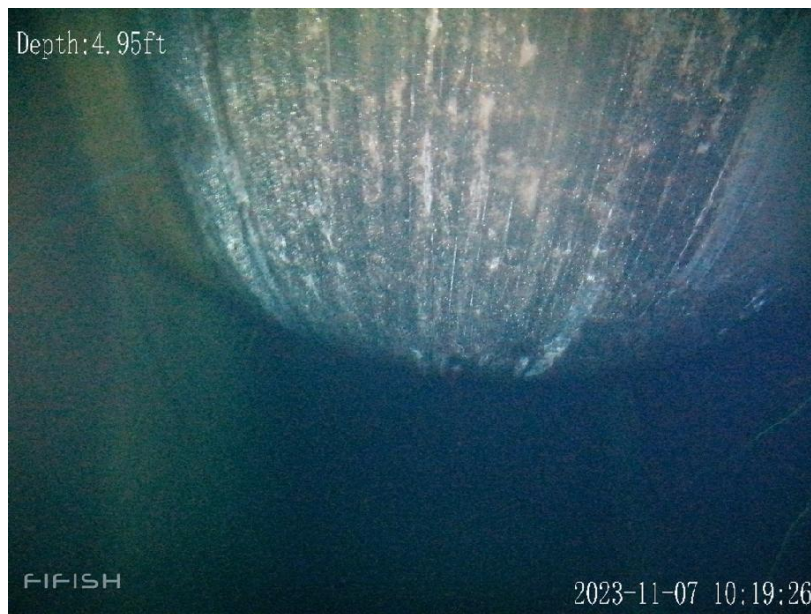


Photo #16



Photo #17



Photo #18



Photo #19



Photo #20



Photo #21



Photo #22



Photo #23



Photo #24



Photo #25



Photo #26



Photo #27

REQUESTED COUNCIL MEETING DATE: March 19, 2024

ITEM: Bill No. 2024-19 Skillpath Agreement - PDT

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No 2024-19 - Neosho - Agreement w SkillPath eLearning
 2. SkillPath SA_SOW Contract for City of Neosho_03082024
-

PURPOSE:

To provide annual on demand training for the five finance staff to assist in personal development and increase their skills.

BACKGROUND:

Skillpath offers a learning experience platform with over 1,400 on-demand, self-paced training assets. The courses range from webinars, articles and courses which can be assigned or of their choice. The agreement is from April 1, 2024 to March 31, 2025 and terminates at the end of the agreement.

The cost for 5 licenses is \$1,160.00.

RECOMMENDATION:

Staff recommends approving the Skillpath agreement and authorizing the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning; authorizing the Mayor to execute the same by and on behalf of the City of Neosho; and containing an emergency provision.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

SkillPath Subscription Agreement

This **Subscription Agreement** (this "Agreement") is made and entered into on April 1, 2024, (the "Effective Date"), by and between The Graceland College Center for Professional Development and Lifelong Learning, Inc., a Missouri corporation d/b/a SkillPath ("SkillPath"), and City of Neosho, a Missouri municipal government ("Subscriber"). SkillPath and Subscriber are each a "Party" and collectively the "Parties."

- 1. Standard Terms and Conditions.** The Standard Terms and Conditions attached as Exhibit A and incorporated into this Agreement by this reference (the "Terms") shall apply to this Agreement and shall prevail in the event of a conflict between this Agreement (without the Terms) and the Terms. Defined terms used but not defined in this Agreement shall have the meaning set forth in the Terms.
- 2. Term.** Where applicable pursuant to the SOW (Exhibit B) issued hereunder, SkillPath grants Subscriber and its Affiliates a non-revocable, non-assignable and non-sublicensable license for Subscriber and its Users to use the Services, during the Term for the purpose of its and its Affiliate's corporate professional development training and education (but not for resale).
- 3. License of Service.** SkillPath develops, markets, and licenses a proprietary eLearning platform that provides online learning courses, accessible through the Internet and consisting of the components listed in Exhibit B, as modified, or enhanced during the Term (the "Service"). During the Term, SkillPath grants to Subscriber, through its Authorized Users as end users, a limited, personal, nonexclusive, nontransferable, nonassignable, revocable license to access and use the Service, by means of the Login, in compliance with this Agreement (the "License"). The License (a) includes the right to access and use future releases or versions of the Service that are made available to Subscriber by SkillPath during the Term and (b) is expressly limited to Subscriber and its Authorized Users. Unless SkillPath agrees in writing, each Authorized User's right of access to use the Service on Subscriber's behalf under this Agreement is limited to online access and use by means of the Internet. The Subscriber is solely responsible for any data conversion that may be required to use the Service. The License, and all rights of Subscriber to access and use the Service through its Authorized Users, shall terminate upon any termination of this Agreement.
- 4. Fees.** The subscription fee, as set forth in Exhibit B, for Subscriber's use of the Service (the "Subscription Fee") is payable via automatic draft withdrawal by Subscriber on a quarterly basis commencing on the Effective Date. SkillPath will invoice Subscriber for the Subscription Fee at least 15 days prior to the Initial Term and prior to the next quarter, and the invoiced amount shall be due in full and payable on the 1st day of the Initial Term and any subsequent quarter throughout the SOW Term. All prices are in United States Dollars and are subject to adjustment as provided in this Agreement. After the Initial Term of this Agreement, SkillPath may, on an annual basis and upon 30 days prior written notice, increase the Subscription Fee. All amounts paid to SkillPath are non-refundable except as otherwise specified in the Agreement.
- 5. Implementation.** Upon the commencement of the Term, SkillPath shall provide 2 weeks of implementation support for the Services, consisting of two 1-hour virtual implementation/onboarding calls with Subscriber's Designated Contacts, build of custom site for Subscriber, and a test drive check list of Subscriber to use while exploring the build.
- 6. Maintenance and Support.** SkillPath will provide maintenance and technical support for the Service by telephone or email during SkillPath Business Hours. Technical support provided for the Service by email will typically be answered within one (1) Business Day from SkillPath's receipt of an email from a Designated Contact.
- 7. Warranty and Disclaimer.** SkillPath's entire liability and the Subscriber's exclusive remedy under this Agreement shall be as set forth in this Section and the Terms.

- (a) SkillPath warrants that the Service will perform in substantial compliance with the

Documentation for the Term (the “Warranty Period”) and that SkillPath has all rights necessary to grant the License to Subscriber and its Authorized Users under this Agreement. Notwithstanding the foregoing, SkillPath does not warrant that (i) the functions contained in the Service or any information obtained through the Service will meet Subscriber’s or Authorized Users’ requirements or (ii) that the operation of the Service will be uninterrupted or error free or (iii) that the Service will operate in the combinations which Subscriber may select for use. Except as expressly set forth in this Section, the Service is provided to Subscriber strictly on an “as-is” basis.

(b) Subscriber’s exclusive remedy for the breach of the above warranty, during the Warranty Period, shall be for SkillPath to use commercially reasonable efforts to provide the Service in accordance with the terms of this Agreement. The foregoing warranty does not apply if the Service has been modified, the Subscriber has breached Section 3 of this Agreement, or the Subscriber has failed to pay all sums due to SkillPath.

8. Termination.

(a) Termination by SkillPath. SkillPath may terminate this Agreement, including the License and Subscriber’s subscription to the Service as follows:

(i) upon written notice to Subscriber, if Subscriber or any Authorized User breaches any provision of this Agreement other than Section 2, 3, or 15 of the Terms and Subscriber fails to cure such breach within 30 days after receipt of SkillPath’s written notice specifying the nature of the breach; or

(ii) immediately upon notice to Subscriber if (A) Subscriber or any Authorized User breaches Section 2, 3 or 15 of the Terms; or (B) Subscriber makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy or insolvency, permits involuntary institution of such proceedings against it, or commits any other act of bankruptcy; permits the appointment of a trustee or receiver of all or a substantial part of its assets; or is generally unable to meet its obligations when due.

(b) Termination by Subscriber. Subscriber may terminate this Agreement upon written notice to SkillPath if SkillPath breaches any provision of this Agreement and fails to cure such breach within 30 days after receipt of Subscriber’s written notice specifying the nature of the breach; provided, however, if the breach cannot be cured within 30 days, SkillPath will provide a plan to commence to cure the breach within 30 days and thereafter diligently and continuously pursue to cure the breach.

(c) Either party may terminate this Agreement for convenience and without cause at the conclusion of each 12-month period following the license start date stated in the current signed SOW by providing the other party with at least 60 days’ prior written notice. Termination of this Agreement shall not impact any signed SOWs then in effect, which shall continue in effect until completed or otherwise terminated under this Section and shall be governed by the terms of this Agreement while in effect.

9. Effect of Termination. A termination of this Agreement automatically terminates the License and Subscriber’s and its Authorized Users’ right to access and use the Service. The Subscriber’s obligation to pay all sums due to SkillPath up to and including the date of termination shall survive termination of this Agreement. Within 10 Business Days after termination of this Agreement for any reason, (i) Subscriber shall return to SkillPath the original and all copies of any Documentation previously delivered or disclosed to Subscriber by SkillPath, in whole or in part, in any form, and (ii) SkillPath shall return all Subscriber Data in a format reasonably able to be utilized by Subscriber, provided Subscriber has made full payment of all outstanding fees. Upon SkillPath’s request, Subscriber shall execute and deliver to SkillPath a written certification that Subscriber has complied with this Section and no longer retains any material relating to the Service or the associated Documentation. After the 10 Business Day period, SkillPath shall have the right, without notice to Subscriber, to destroy all or any part of the Subscriber Data in SkillPath’s possession.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement as of the date first set forth above.

SKILLPATH:

THE GRACELAND COLLEGE CENTER FOR
PROFESSIONAL DEVELOPMENT AND LIFELONG
LEARNING, INC., a Missouri corporation d/b/a SkillPath

By: _____

Name: Peter Sirna

Title: VP, Sales

SUBSCRIBER:

CITY OF NEOSHO

By: _____

Name: Leslie Forest

Title: Finance Director

Exhibits

Exhibit A	Standard Terms and Conditions
Exhibit B	Statement of Work

EXHIBIT A
Standard Terms and Conditions

1. Definitions. For purposes of these Terms and the Agreement, the following terms, whether capitalized or not, and unless the context otherwise requires, shall have the meaning set forth below. Capitalized terms used but not defined in these Terms shall have the meaning set forth in the Agreement.

(a) “**SOW**” means the use of Solutions and/or services to be received by the Subscriber which will be described on individual Statement of Work and attached as Exhibit B hereto (which will be numerically ordered); along with any Change Orders or other amendments that may be made thereto, each of which must be mutually agreed to by the parties in writing. Each SOW is considered a part of this Agreement.

(b) “**Authorized User Data**” means any Information that is provided by an Authorized User or in connection with an Authorized User's account and retained by SkillPath during the Term, including, but not limited to, any Information transmitted to, loaded into or stored in, the Service or running on or through the Service.

(c) “**Business Day**” means any day other than Saturday, Sunday, or a legal holiday in the State of Kansas.

(d) “**Subscriber Data**” means all Information that is provided by Subscriber and retained by SkillPath during the Term, including, but not limited to, any Information transmitted to, loaded into or stored in, the Service or running on or through the Service.

(e) “**Documentation**” means the technical documentation, specifications, and any end-user instructions, including all updates and versions thereof, associated with the Service, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

(f) “**Electronic Media**” includes any system, medium, or combination thereof for the direct or indirect distribution, creation, storage or use of electronic products, services, or Information, whether now known or subsequently developed, including the Internet.

(g) “**Information**” includes all types and forms of information, and includes any record, data, text, image, sound, code, computer system, software, database, and other similar

representations of knowledge, including information created, generated, sent, communicated, received, or stored by electronic means or the use of any Electronic Media.

(h) “**Login**” refers to each Authorized User's user id, and password, for access to the Service, as in effect at the time.

(i) “**Person**” means any individual, corporation, partnership, limited liability company, firm, company, trust, estate, unincorporated organization, joint venture, group, association, governmental authority, or other entity having legal capacity.

(j) “**Terms of Use**” means all rules, policies, procedures, terms, conditions, and any End User License Agreement (“**EULA**”), relating to, access to, and use of, the Service, as SkillPath establishes from time to time and posts from time to time in the Documentation, within the Service, as in effect at the time. In the event of any conflict between the Terms of Use and the Agreement, the Agreement shall control.

(k) “**Usage and Performance Data**” means any Information derived from Subscriber Data, Authorized User Data and/or the use of the Services by Subscriber and its Authorized Users, including, but not limited to, performance and statistical Information derived from the Subscriber's and its Authorized Users' use of the Service which is collected, generated, and tracked by SkillPath in an aggregate and anonymized manner. Usage and Performance Data does not include any Subscriber Data or Authorized User Data from which it is derived.

2. License and Usage Restrictions.

(a) Authorized users are limited to the number of individuals, businesses or entities set forth in **Exhibit B** and who have been authorized by Subscriber to gain access to and use the Service as an end user in compliance with this Agreement (each an “**Authorized User**”). Each Authorized User shall be identified by a separate Login in the format SkillPath prescribes. If Subscriber or Authorized User suspects that a Login is not secure due to unauthorized access, disclosure or use, Subscriber and/or Authorized User shall promptly notify Subscriber's system administrator and obtain a new Login. By using the Login, each Authorized User shall be bound by this Agreement as an agent of Subscriber.

SkillPath reserves the right from time to time (i) to change an Authorized User's Login upon notice to Subscriber and/or Authorized User, and (ii) to revoke all Logins upon any termination of this Agreement or Subscriber's or any Authorized User's material breach or default of this Agreement. Subscriber represents and warrants that only Authorized Users, as end users, will access and use the Service. Subscriber may not sell, lease, furnish, display, publicly display or otherwise disclose or permit or provide access to the Service to any Person other than an Authorized User. No Authorized User acquires any independent rights under this Agreement and all rights of an Authorized User under this Agreement are derivative of the rights granted to Subscriber. Each Authorized User acts on behalf and for the account of Subscriber, and Subscriber shall be responsible for any wrongful acts and omissions by an Authorized User or any Person who gains access to the Service using a Login assigned to an Authorized User, including any breach or default of this Agreement.

(b) Subscriber, whether directly or through its Authorized Users as end users, if any, shall use the Service for lawful purposes only, solely for Subscriber's internal use in its business in compliance with the Agreement, in accordance with the Terms of Use and all applicable requirements of law, and Subscriber, and its and its Authorized Users, if any, shall not (i) use the Service as a service bureau, time share arrangement, application service provider or other arrangement to process data or other Information for others or to allow Persons to have access to or use the Service, or any functionality provided by the Service; (ii) copy, duplicate, share or use concurrently with another Person, the Service or any portion or component of the Service; (iii) attempt to access or obtain any record or data provided by any other users of the Service, or otherwise attempt to obtain unauthorized access to any portion or content of the Service or SkillPath's computer systems, (iv) disrupt or place unreasonable burdens or excessive loads on the Service; (v) remove any proprietary labels, notices or trademarks contained in or on the Service or Documentation; (vi) except as otherwise proscribed by law, Subscriber shall not translate, reverse engineer, decompile or disassemble the Service or any component thereof or otherwise reduce any object or machine language code to a human-perceivable form or otherwise attempt

to obtain or perceive the source code from which any software component of the Service is compiled or interpreted; (vii) modify the Service or create any derivative product from the Service or any component thereof; (viii) assign, transfer, convey, pledge as security or otherwise encumber, or sublicense, rent, lease, loan, commercially host, distribute or otherwise dispose of any right of Subscriber under the Agreement; or (ix) provide, disclose, divulge, display or make available to, or permit use of, the Service by Persons other than Subscriber's own employees and representatives, or Authorized Users, if any, without SkillPath's prior written consent. Subscriber and each of its Authorized Users shall agree to a EULA before gaining access to the Service.

3. Copyright. The Service, including any Documentation, is protected by copyright laws in the relevant jurisdictions worldwide (including, but not limited to, copyright laws of the United States). SkillPath authorizes Subscriber to make archival copies of the Service and the related Documentation only to the extent necessary to allow use within Subscriber operations for the sole purpose of protecting its investment from loss, provided Subscriber does not modify the Service, the related Documentation, or any portion thereof. Otherwise, Subscriber is strictly prohibited from making copies of any element of the Service or the related Documentation without SkillPath's written permission. Copyright, proprietary notices and SkillPath logos shall not be removed from any Documentation; such notices shall be retained or reproduced in their exact form on all permitted copies and versions, both in machine and human-readable language.

4. Ownership and Retention of Rights.

(a) Except for the limited rights granted by the License under the Agreement, neither Subscriber nor its Authorized Users shall acquire any right, title or interest in or to (a) the Service, the related Documentation or the Usage and Performance Data, (b) any Information comprising the Service, the related Documentation, or any Usage and Performance Data, or (c) any intellectual or industrial property rights arising under or in connection with the Service, the related Documentation, or any Usage and Performance Data. Any access or use of the Service that is not expressly granted by the Agreement is prohibited. The Service, the related Documentation, the Usage and Performance Data, and the content and other

Information available through the Service, and all copyright, marks, designs, layouts, patents, proprietary information, and all other intellectual and industrial property rights subsisting therein or relating thereto are the sole and absolute property of SkillPath and/or its suppliers and is protected by patent, copyright and other intellectual and industrial property rights. If Subscriber obtains any rights in the Service, it shall assign all such rights to SkillPath, including executing all documents or filings necessary to achieve such assignment. The Agreement does not grant to or create in Subscriber any intellectual or industrial property or proprietary rights in the Service, the Documentation, the Usage and Performance Data, or any Information comprising or available on the Service. All rights not expressly granted to Subscriber (and its Authorized Users, if any) by the Agreement are reserved to SkillPath, including, without limitation, the exclusive right to make copies, prepare derivative works, sell and distribute copies, and perform and display the work publicly. Subscriber (and its Authorized Users, if any) shall have no right to copy, modify, enhance (or improve) or create variances or derivative works of the Service, the related Documentation, any Usage and Performance Data, or any component, object or element of the Service or the related Documentation, and Subscriber's use (and that of its Authorized Users, if any) of the Service, related Documentation, and any Usage and Performance Data is limited solely to access and use for Subscriber's internal use in its business in strict compliance with the Agreement. Subscriber shall promptly and in good faith take all action reasonably necessary, advisable, or requested by SkillPath to assure compliance with this Section 4 by all employees, agents, representatives, and Authorized Users of Subscriber. Notwithstanding anything to the contrary in this Agreement, Subscriber acknowledges that SkillPath shall be entitled to collect, compile, and make unrestricted use of all Usage and Performance Data. Subscriber agrees that SkillPath may make unrestricted use of the Usage and Performance Data, including but not limited to the sale and distribution by SkillPath of such data, provided that such data does not identify Subscriber, any Authorized User, or their Confidential Information and that SkillPath continues to abide by all United States data privacy laws and regulations in the use of such data.

(b) All Subscriber Data is and shall remain Subscriber property. Subscriber grants to SkillPath a royalty-free, Term-limited license to use and reproduce Subscriber Data only in connection with providing the Services and License and only for the benefit of Subscriber and its Authorized Users. This limited license shall terminate upon any termination or expiration of this Agreement.

5. Taxes. Subscriber shall pay all sales, use, excise, goods and services, value-added, custom duty, or similar tax or assessment ("Taxes") that may be imposed by any governmental authority anywhere in the world on the fees and charges to be paid by Subscriber to SkillPath under the Agreement, whether for SkillPath's provision of services, any right or license SkillPath grants, or otherwise, exclusive of taxes based on SkillPath's net income. If any charges under the Agreement are exempt from sales or use tax liability, Subscriber shall provide to SkillPath, upon execution of the Agreement, evidence of tax exemption acceptable to SkillPath and the relevant taxing authority.

6. Late Payments. Any charges for which SkillPath has not received payment within fifteen (15) days after the due date shown on the invoice shall accrue interest and be payable from the date of the invoice on the unpaid balance at the rate of eighteen percent (18%) per annum or, if less, the maximum contract rate of interest permitted by applicable law. Subscriber shall pay all reasonable costs and expenses SkillPath incurs in collecting any amounts payable by Subscriber under the Agreement, including reasonable attorneys' fees and costs.

7. Communications Access. Subscriber (and each Authorized User, if any) is responsible for obtaining and maintaining all Internet or other communications access, computer hardware and other equipment, Electronic Media, and web browsing software, needed for Subscriber's (and each Authorized User's) access to and use of the Service, as applicable. Subscriber is responsible for any charges and fees it (or its Authorized Users, if any) incur to access the Service, including any fee or charge imposed by a telephone company, Internet service provider or other third-party provider of any communication or Electronic Media. Such fees include, but are not limited to, fees charged for short message service messaging (also known as "texting" or "SMS" messaging), and fees

charged for messaging over SMTP, TCP/IP and similar messaging. Subscriber assumes full and complete responsibility for the payment of any Taxes that may be imposed by any governmental authority on Subscriber or any Authorized User or in connection with Subscriber's or any Authorized User's access or use of the Service or the Internet, other communications methods, or Electronic Media.

8. Maintenance and Support.

(a) Pre-Condition. When providing support and maintenance under the Agreement, such support and maintenance shall be provided only if all payments from Subscriber to SkillPath under the Agreement are current at the time the support is requested and if Subscriber is not in breach of the Agreement.

(b) Designated Contacts. Subscriber will provide in writing to SkillPath a list of no more than three (3) Subscriber employees that will be designated as support contacts (the "Designated Contacts"). Only these three (3) Designated Contacts may contact SkillPath with support issues. All other Subscriber personnel will direct their support issues through Designated Contacts. Under no circumstances will SkillPath be obligated to communicate directly with any other of Subscriber's Authorized Users, employees, distributors, representatives, or customers, either one-on-one or through conference calls.

(c) Technical Support. SkillPath is not responsible for providing technical support or training to Subscriber on software or hardware systems from third-party companies. Technical support is limited to unmodified, warranted Service.

(d) Subscriber Responsibilities. Subscriber is responsible for all support costs resulting from system changes or customizations Subscriber makes. Subscriber is also responsible for all expenses relating to standard or customized interfaces between the Service and existing and future Subscriber business systems, and all costs of providing appropriate hardware, operating system software, licenses, and expenses related to Subscriber's systems and interfaces.

9. Service Availability. SkillPath will use commercially reasonable efforts to (a) make the Service available to Subscriber twenty-four (24) hours per day, seven (7) days each week, subject, however, to downtime for periodic maintenance, Service modifications and

enhancements, and causes beyond the commercially reasonable control of SkillPath and (b) provide notice to Subscriber of any maintenance downtime at least six (6) hours prior to such downtime. Subscriber understands that the Service may be interrupted due to natural disaster, atmospheric conditions, Internet unavailability or network congestion, interruption or failure of communications links, equipment malfunction, hostile network or computer attack by hackers or cyber terrorists, denial of service attacks, Trojan or virus attacks, and other causes beyond the control of SkillPath. SkillPath shall have the right to restrict or interrupt the Service without notice to Subscriber to maintain or improve the Service or to prevent fraud, a violation of law, or other business reasons. SkillPath will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service due to any circumstance that is commercially reasonably within SkillPath's control.

10. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 9 OF THE AGREEMENT, SKILLPATH MAKES NO OTHER WARRANTIES OF ANY KIND (AND DISCLAIMS ALL IMPLIED WARRANTIES), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, ACCURACY, SATISFACTORY QUALITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, RELATED DOCUMENTATION, TECHNICAL INFORMATION AND TECHNICAL SUPPORT AND MAINTENANCE SKILLPATH PROVIDES UNDER THE APPLICABLE AGREEMENT. FURTHERMORE, SKILLPATH DOES NOT WARRANT THAT THE SERVICE WILL COMPLY WITH ANY APPLICABLE LAWS (INCLUDING BUT NOT LIMITED TO U.S. FEDERAL, STATE, OR LOCAL LAWS AND/OR REGULATIONS, OR THOSE OF OTHER JURISDICTIONS WORLDWIDE).

11. Limitation of Remedies. SkillPath's entire liability and Subscriber's exclusive remedy under the Agreement shall be as set forth in Section 7(b) of the Agreement and this Section 11.

(a) SkillPath's entire liability for damages, losses, and expenses related to any cause whatsoever, and regardless of the form of action, shall be limited in the aggregate to the lesser of: (i) Subscriber's actual direct damages,

or (ii) the amount Subscriber pays to SkillPath under the Agreement during the immediately preceding twelve (12) month period for the specific Service element or service that caused the damage or that is the subject matter of, or is directly related to, the cause of action up to the date of termination; provided however that this limitation is not applicable to claims regarding patent, copyright, trade secret, proprietary rights and other intellectual property rights infringement.

(b) In no event shall SkillPath, its officers, agents and employees be liable under or in connection with the Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, special, incidental, punitive, indirect or consequential damages. In no event shall SkillPath's aggregate liability under the Agreement exceed the amount of the fees paid to SkillPath under the Agreement.

12. Subscriber Responsible for Use.

Subscriber is responsible for all use of the Service, including all use of the Service by an Authorized User or Persons who gain access using a Login assigned to an Authorized User. Subscriber will ensure that all use of the Service complies with the Agreement and all applicable requirements of law and regulatory authority. All use of the Service, whether authorized by Subscriber, shall constitute Subscriber's use for purposes of the Agreement. Subscriber shall be responsible for and assumes all liability associated with any Information uploaded, posted, transmitted, or otherwise made available to the Service by any Subscriber Authorized Employee, employee, or other Person. Except for access and use by Subscriber (or Authorized Users as end users) for Subscriber's internal use in its business, Subscriber may not assign or otherwise transfer Subscriber's License, Subscription, or other rights under the Agreement to any other Person without SkillPath's prior written consent.

13. Indemnification by SkillPath.

(a) SkillPath shall indemnify, defend and hold harmless Subscriber and its officers, directors, employees, agents, licensors, independent contractors, successors and assigns ("Affiliates") from and against all loss, injury, damage, and expense, and claims of whatsoever nature, including reasonable attorneys' fees and costs ("Claims") that Subscriber incurs that arises out of any claim or demand that all or any portion of

the Service, when used by Subscriber in accordance with the Agreement, infringes a United States patent, copyright, proprietary right, or other intellectual property right of a third party (other than an affiliate of Subscriber) existing as of the Effective Date, provided that Subscriber, as a condition of such indemnification and defense, provides: (i) prompt written notice to SkillPath of such claim by the most expeditious reasonable means, immediately upon learning of the claim or demand, and whether or not litigation or other proceeding has been filed or served, (ii) all necessary information SkillPath reasonably requests, (iii) reasonable assistance and cooperation to SkillPath, and (iv) sole authority to SkillPath to defend or settle the claim, in litigation or otherwise, as SkillPath determines necessary. Notwithstanding the foregoing, Subscriber retains the right to participate in any action brought against Subscriber solely at its own expense.

(b) If any such action is brought, or in SkillPath's opinion is likely to be brought, then SkillPath may at its election: (i) obtain for Subscriber the right to continue using the Service or any part of the Service for which infringement is alleged or proven (the "Affected Element"); or (ii) replace or modify the Affected Element such that it becomes non-infringing and performs with substantially the same functionality as the original Affected Element being replaced.

(c) SkillPath shall have no obligation under this Section 13 if: (i) the alleged infringement or violation is based upon the use of the Service in combination with other software not furnished by SkillPath, or (ii) if such claim arises from SkillPath's compliance with Subscriber's designs, specifications, or instructions, or from Subscriber's modification or Subscriber use of the Service in violation of the Agreement. SkillPath will have no duty to investigate or to inform Subscriber of any possible infringement that occurs due to SkillPath's compliance with Subscriber's requests, unless and only to the extent SkillPath has actual knowledge of such possibility.

(d) This Section 13 shall be Subscriber's sole remedy regarding alleged or proven infringement of patent, copyright, proprietary right, or other intellectual property right, and SkillPath shall have no liability for alleged infringement of patents, copyrights, proprietary

rights, or other intellectual property rights except as expressly provided in this Section 13.

14. Indemnification by Subscriber.

Subscriber shall indemnify, defend, and hold harmless SkillPath and its Affiliates from and against all Claims that SkillPath incurs that arises out of, relates to or is in any manner connected with Subscriber's (or any Authorized User's) (i) breach of the Agreement, (ii) negligence or willful misconduct of Subscriber, its employees, subcontractors, or any Authorized User, or (iii) any alleged or actual infringement of applicable law or intellectual property right, arising out of any of the Customer Data, including, in all cases, any claims by a third party. Notwithstanding the foregoing, SkillPath retains the right to participate in any action brought against SkillPath solely at its own expense and discretion.

15. Confidentiality.

(a) SkillPath acknowledges that Information it receives regarding Subscriber's business, including but not limited to financial information, customer information, marketing information, compensation program information, and product information, constitutes Subscriber's confidential, proprietary information, to the extent such information is: (i) not public knowledge, (ii) otherwise known by SkillPath before Subscriber's disclosure, or (iii) received by any third party other than a Subscriber agent.

(b) Subscriber and each Authorized User, by accessing the Service, acknowledges and agrees that the Service and Documentation contains valuable proprietary Information, trade secrets, know-how and confidential information that is the exclusive property of SkillPath and/or its suppliers that is protected by trade secret, patent, copyright or other intellectual, industrial, or other property rights. During the Term of the Agreement, and at all times after the expiration or earlier termination of the Agreement, Subscriber and each Authorized User, by accessing the Service, shall maintain the confidentiality of this Information, and shall not disclose or otherwise make available Information relating to the Service, including Documentation, financial information, customer information, marketing information, compensation program information, and product information, flow charts, logic diagrams, displays, menu screens, storyboarding, graphical elements, design, organization, presentation, layout, user interface, navigation, trade dress, other visual

components and objects of the Service, or stylistic conventions, including the digital implementation, and interaction of these elements, components and objects to any Person who is not an Authorized.

(c) SkillPath and Subscriber agree, during the Term of the Agreement and after the expiration or earlier termination of the Agreement, to (and to cause their directors, officers, employees and agents to) refrain from using, distributing, transferring possession of, or otherwise disclosing or making available (i) the terms and existence of this Agreement and (ii) the confidential Information of the other Party to any person without such other Party's prior written consent; provided, however, that either SkillPath or Subscriber may disclose the confidential Information of the other Party to its attorneys and/or consultants who have a need to know the confidential Information and who agree in writing to be bound to an obligation of confidentiality identical in all material respects to those obligations contained in the Agreement. Subscriber shall ensure that each Authorized User is bound by this Section 15.

(d) Neither Party shall make any oral or written statement or perform any act indicating that the other Party endorses or approves, or has endorsed or approved, such Party or its work products.

16. Internet Transmissions. Subscriber understands that transmission of Information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. SkillPath does not assume (and disclaims all) any liability or obligation for any loss, damage, expense or injury that Subscriber may incur as a result of any transmissions over the Internet or other publicly accessible networks in connection with Subscriber's access or use of the Service, including but not limited to loss, damage, expense, or injury caused or contributed to by viruses, hackers, Trojan horses and the like.

17. Dispute Resolution.

(a) Internal Dispute Resolution Process. Notwithstanding anything to the contrary in Section 17(b), before commencing any legal action against a Party in court, the Parties shall attempt to settle any dispute or issue between them relating to the Agreement ("Dispute") through good faith negotiations as set forth in

this Section. A Party shall give the other Party written notice setting forth a description of the Dispute ("Dispute Notice"). Within five (5) Business Days of receipt of a Dispute Notice, designated senior management representatives of the Parties shall meet, as mutually agreed between the Parties, and shall use good faith efforts to seek to resolve the Dispute amicably during or within fifteen (15) Business Days under a written settlement agreement or amendment to the Agreement. If such representatives are unable to resolve the Dispute within such period, the Parties' respective Chief Operating Officer or another designated person with comparable authority shall meet, as mutually agreed between the Parties, to discuss the Dispute and shall act in good faith to resolve the Dispute. Any Dispute between the Parties arising under the Agreement that is not resolved under a written agreement or amendment within thirty (30) Business Days after receipt of the Dispute Notice may be resolved by any means. Any meeting under Section 17(a) may be in person, via telephone, or other means as mutually agreed to by the Parties.

(b) Arbitration. In the event of a dispute between the Parties with respect to a Party's performance of or obligations under this Agreement, any Party may elect to have the dispute determined by binding arbitration; however, arbitration will not be compelled by either Party in instances where an injunction is sought as provided in Section 17(c). Such a proceeding shall be commenced by filing with the American Arbitration Association ("AAA") at such location as the Parties agree, a Demand for Arbitration, to initiate the arbitration process for the aggrieved Party, a copy of such Demand being given to the other Party. If such a demand for arbitration is made by either Party, the Parties agree to execute a submission agreement, providing for arbitration of the dispute. Arbitration will be available only in the event indispensable parties submit to such proceedings. The Parties shall agree on a single arbitrator from the panel of Arbitrators provided by the AAA. If they are unable to agree, AAA will provide a list of three available panel members and each Party may strike one. The remaining panel member will serve as the arbitrator. Unless otherwise agreed in the arbitration agreement, this arbitration shall be conducted consistent with and under the terms of the Commercial Arbitration Rules of the AAA. Judgment on the arbitration award may be entered in any court having jurisdiction. The

Parties hereby waive all defenses as to personal jurisdiction and venue from attachment, execution, and jurisdiction in any proceeding to confirm or enforce the award. Each Party shall bear its own costs of the arbitration with the balance of the costs of the arbitration to be paid pursuant to the award of the arbitrator.

(c) Injunctive Relief/Judgments. Each Party acknowledges that the other Party would suffer irreparable damage in the event of a breach of Sections 2, 3 and 15 of these Terms and that monetary damages or other legal remedies would not be an adequate remedy for such breach and shall be entitled to specific performance of such provisions and further injunctive relief to prevent or restrain such breaches or such threatened breaches of this Agreement,

(d) Continued Performance. The Parties shall continue, without interruption, to honor its ongoing obligations, if any, under the Agreement, including but not limited to the grant of access to the Platform, provision of Services and Deliverables, and payment of amounts that are required to be paid, for the duration of any on-going Dispute. The Parties shall use good faith efforts and due diligence to expedite the final resolution of any Dispute.

18. General.

(a) Notices. Any notice required or permitted to be made or given to either Party must be in writing, and will be deemed sufficiently made or given three (3) days after the date of mailing if sent certified mail with signature required, or one (1) day after the date of sending if sent by overnight delivery service with signature required, to such Party at its address set forth below, or such other address as it shall designate by written notice to the other Party: if to Subscriber, to the address set forth below the signature block below; if to SkillPath, to The Graceland College Center for Professional Development and Lifelong Learning, Inc. d/b/a/ SkillPath , Attention: _____, 6900 Squibb Road, Mission, Kansas 66202 USA. Either Party may provide for a different address to provide notice by providing notice in writing to the other Party.

(b) Binding Effect and Assignment. The Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may assign the Agreement without the prior written consent of the other Party;

provided, however, that a Party may assign this Agreement without the other Party's consent (i) to an affiliate or (ii) in connection with any merger, sale of stock, or sale of all or substantially all of the Party's assets, or other similar or related transaction.

(c) Waiver. The failure of either Party to exercise any of its rights or to enforce any of the provisions of the Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such Party thereafter to enforce each provision of the Agreement.

(d) Force Majeure. SkillPath shall not be in breach of the Agreement or be liable to Subscriber or any other person or entity for any delay in or failure of performance under the Agreement that directly or indirectly results from any acts of God, fire, flood, explosion, war, action of governmental authority; or other causes beyond SkillPath's reasonable control, and the time for SkillPath's performance under the Agreement shall be extended for a period equal to the commercially reasonable period of delay resulting from any such cause.

(e) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable statute or rule of law, then that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent; following which, such provision shall be severed from the Agreement and all other terms and provisions of the Agreement will remain in full force and effect.

(f) Relationship of Parties. SkillPath and Subscriber are independent contractors. Neither Party is an agent, employee, partner, or representative of the other and neither Party has the power and authority to act on behalf of or bind the other Party.

(g) No Third-Party Beneficiaries. Nothing contained in the Agreement shall be construed to grant or confer on any Person other than SkillPath, and Subscriber, and their respective successors and permitted assigns, any rights or privileges under the Agreement, and no Person is intended to be a third-party beneficiary of any provision of the Agreement.

(h) Headings. The headings in the Agreement are for purposes of reference only and shall not limit or affect any of the terms thereof.

(i) Counterparts. The Agreement may be executed in counterparts, each of which shall be

deemed an original, but all of which shall constitute one and same agreement. Electronic signatures shall be deemed to be original and effective to bind the Party whose authorized representative signs below.

(j) Entire Agreement and Modification. This Agreement, including the Terms and Exhibits, constitute the entire Agreement between the Parties and supersedes all prior or contemporaneous negotiations, commitments, statements, and writings related to the subject matter of this Agreement. In the event of any conflict between this Agreement and any other written agreement between the Parties, this Agreement will expressly control unless such other Agreement expressly states otherwise.

(k) Exhibits. All Exhibits referenced in these Terms are incorporated into the Agreement by this reference.

(l) Choice of Law and Venue. The Parties acknowledge that the Agreement shall be construed and enforced in accordance with the laws of the State of Kansas. The Parties further agree that any litigation brought arising out of this contract will be brought in federal or state courts in the State of Kansas and not in any other state, county, or country. In the event of any litigation arising out of this contract then the prevailing Party shall be entitled to reasonable attorney fees and costs, including those on appeal.

(m) Waiver of Jury Trial. EACH PARTY, AS A CONDITION OF ITS RIGHT TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THE APPLICABLE AGREEMENT, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THE APPLICABLE AGREEMENT AND AGREES THAT ANY ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(n) Survival. Sections 1, 3, 4, and 7 through 9 of the Agreement and these Terms shall survive the termination or expiration of the Agreement.

EXHIBIT B
Statement of Work # 001

This Statement of Work No. 001 (the “SOW”) dated April 1, 2024 (“Effective Date”) is between The Graceland College Center for Professional Development and Lifelong Learning Inc., a Missouri corporation d/b/a SkillPath (“SkillPath”) and City of Neosho, Missouri (“Subscriber”) and once executed, shall become part of and incorporated into the Subscription Agreement between SkillPath and Subscriber dated April 1, 2024 (the “Agreement”). Capitalized terms used but not otherwise defined in this SOW shall have the meanings assigned to them in the Agreement.

1. **Scope of Services.** The Subscriber agrees to purchase, and SkillPath shall perform, the following Services and any other Services as may be requested from time to time via Change Order (defined below), in accordance with the terms and conditions of the Agreement and this SOW. If the Subscriber wishes to propose any change (addition or deviation) which impacts the Statement of Work, the Subscriber must submit to SkillPath a written request for changes.
2. **Term.** Subject to the parties’ termination rights in the Agreement, the initial term of this SOW commences on the Effective Date and will continue until March 31, 2025.
3. **Fees**
 - a. **Service Fees.** The Subscriber will pay SkillPath for the Services as set forth in this SOW. All Service Fees are subject to applicable sales tax unless proof of tax exemption is provided.

LICENSE SCOPE

License Start Date	April 1, 2024
# of Subscription Months	12 months , beginning from the License Start Date and ending at midnight on March 31, 2025.
# of Licenses	5
License Limitation	Up to 5 License. During each contract year of this SOW, the number of individual persons registered with a License can be equal to or below the License Limitation. If the Licenses exceed the limit, then Subscriber will be subject to additional charges.

LICENSE SOLUTIONS

LXP Full On Demand Bundle	SkillPath Learning Experience Platform (LXP) provides Subscriber access to the SkillPath online learning management system where the Subscriber Users will access the full on-demand course library to complete self-paced professional development training.
LXP Branded Client Site	SkillPath will apply Subscriber’s corporate branding guidelines to customize the LXP site.
LXP functionality	The platform provides Subscriber a learning management system. Subscribers who elect Off-Platform will be granted Administrator only access. Subscribers who elect On-Platform will be granted Administrator and Employee access. LXP functionality will vary based on the Subscriber selected Solution. LXP functions include but are not limited to browsing the library, selecting courses, setting assignments, delivering learning campaigns, messaging employees, tracking completions, badging, generating reports, Bulk Loading and SCORM exporting.

TECHNICAL REQUIREMENTS & HOSTING

Hosting / Learner Management System	Subscriber has selected On-Platform and to be hosted by SkillPath .
LXP Training & Support	SkillPath will deliver support and maintenance as stated in the Subscription Agreement Sections 5 and 6, as well as the Standard Terms and Conditions Sections 8 and 9.
End User Technical Specification	LXP is a cloud-based solution and can be accessed with any device using a current/supported browser. Support: SCORM Export 1.2 and 2004 (v4) player packages

ANNUAL LICENSE FEE

Platform and Content License Fee	\$1,160.00
Discount History	Platform and Content License Fee: LXP Full was reduced from \$1,275 per year to \$1,160 per year.
Invoicing	License fees will be invoiced at the start of the contract year with the first invoice issued on the License Start Date. Payment is due in full upon receipt of invoice.

PAYMENT CONTACTS

Subscriber Invoicing	Invoicing Contacts: Leslie Forest (lforest@neoshomo.gov 417-451-8050 x106) Invoicing Address: City of Neosho 203 E Main Street Neosho, MO 64850
SkillPath Invoicing	Accounts Receivable SkillPath 6900 Squibb Rd. Mission, KS 66202 800-873-7545

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**THE GRACELAND COLLEGE CENTER FOR PROFESSIONAL
DEVELOPMENT AND LIFELONG LEARNING INC., D/B/A SKILLPATH**

By: _____

Name: Peter Sirna
Title: VP, Sales

CITY OF NEOSHO, MISSOURI

By: _____

Name: Richard Davidson
Title: Mayor

REQUESTED COUNCIL MEETING DATE: March 19, 2024

ITEM: Bill No. 2024-20: KPM ARPA Examination Engagement Letter

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-20 Neosho - KPM Audit Engagement Single Audit Yr 2023
 2. City of Neosho ARPA Examination Engagement
-

PURPOSE:

To request approval of the City's ARPA examination engagement letter with KPM.

BACKGROUND:

On September 5, 2023, the City Council awarded the bid for the City's annual auditing services to KPM. The engagement letter is to be renewed and approved on an annual basis as the need arises for single audits/examinations. This engagement letter is for the APRA examination for the City's fiscal year ending September 30, 2023.

RECOMMENDATION:

Staff recommends the City Council approve the engagement letter and authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2023, specifically ARPA funds, for the not to exceed price of Three Thousand and 00/100 Dollars (\$3,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of the fiscal year ended September 30, 2023, specifically ARPA funds, for the not to exceed price of Three Thousand and 00/100 Dollars (\$3,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek Snyder, City Attorney



January 10, 2024

Honorable Mayor, City Council and Management
City of Neosho
203 East Main Street
Neosho, Missouri 65785

We are pleased to confirm our understanding of the services we are to provide for City of Neosho, Missouri.

We will examine that the City of Neosho, Missouri, has complied with the compliance requirements “activities allowed or unallowed” and “allowable cost/cost principles” (the specified requirements) as described in Part IV “Requirements for an Alternative Compliance Examination Engagement for Recipients that Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds” of the CSLFRF section of the 2023 OMB Compliance Supplement, including Addendum 1 and Addendum 2 (referred to herein as “Requirements for an Alternative CSLFRF Compliance Examination Engagement”) for the year ended September 30, 2023. The objectives of our examination is to express an opinion on whether management complied with the specific requirements.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion . We will issue a written report upon completion of our examination. Our report will be addressed to the City Council of the City of Neosho, Missouri. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Our report will state that this report is intended solely for the information and use City Council, City management, the federal government and is not intended to be and should not be used by anyone other than these specified parties.

www.kpmcpa.com

1445 E. Republic Road, Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

We will plan and perform the examination to obtain reasonable assurance about whether the City is in compliance with the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

You are responsible for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, written assertions about whether the City has complied with requirements “activities allowed or unallowed” and “allowable cost/cost principles” (the specified requirements) as described in Part IV “Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds” of the CSLFRF section of the 2023 OMB Compliance Supplement, including Addendum 1 and Addendum 2 (referred to herein as “Requirements for an Alternative CSLFRF Compliance Examination Engagement”) for the year ended September 30, 2023. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Matt Wallace is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in January 2024. Our fee for these services is \$3,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Honorable Mayor, City Council and Management
City of Neosho
City of Neosho, Missouri
Page 3

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

KPM CPAs, PC

KPM CPAs, PC

Response

This letter correctly sets forth the understanding of City of Neosho, Missouri.

Management Signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

May 14, 2021

To the Members of KPM, CPA's, PC and the Peer Review
Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM, CPA's, PC (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act, audits of employee benefit plans and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM, CPA's, PC in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM, CPA's, PC has received a peer review rating of pass.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

REQUESTED COUNCIL MEETING DATE: March 19, 2024

ITEM: Bill No. 2024-21: CDC Contract Personnel Information Update

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2024-21 Newton County RE dispatch services 2024
 2. CENTRAL DISPATCH CENTER CONTRACT
-

PURPOSE:

Updated 2024 Central Dispatch contract. Updated personnel information.

BACKGROUND:

2024 updated contract with Newton County Central dispatch. Includes updated personnel information.

RECOMMENDATION:

Staff recommends the mayor be allowed to sign the contract. City attorney has reviewed the document.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CENTRAL DISPATCH CENTER

NEWTON COUNTY

308 N. JEFFERSON STREET NEOSHO, MO 64850

417-451-8333 ♦ 9-1-1 ♦ FAX 417-451-8275

December 21, 2023

City of Neosho
Attn: Jason Baird, Neosho Police Chief
201 N. College
Neosho, MO 64850

Ref: 2024 Dispatch Services

To Whom It May Concern:

Attached please find the Dispatch Services Contract (two copies) for the calendar year of 2024.

Please sign both copies. Keep one for your file and return the other to Central Dispatch in the envelope provided. If you have any questions, please feel free to contact me.

Sincerely,



Tom Oliphant, Director
Central Dispatch Center

cc: Newton County Commission
Aaron Houk - Fire Chief
Nate Siler - Public Works Director
file

DISPATCH CONTRACT
COUNTY OF NEWTON
CITY OF NEOSHO

This agreement made and entered into this first day of January, 2024, by and between the County of Newton, State of Missouri, hereinafter referred to as “Newton County”, and the City of Neosho, Missouri, a Municipal Corporation, hereinafter referred to as “Neosho”.

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

WHEREAS, Neosho has need of an available twenty-four (24) hour dispatching service,

NOW, THEREFORE, be it agreed by and between the parties hereto as follows:

1. That Newton County hereby contracts with Neosho to provide twenty-four (24) hour dispatching service, subject to the covenants and conditions hereinafter set forth.
2. That Neosho hereby contracts with Newton County to provide the following at Neosho’s expense:
 - A. A list of all Neosho business emergency telephone numbers as well as City telephone numbers. All telephone numbers shall be kept current.
 - B. The use of base stations and antenna system currently is use for Neosho Police and Fire, as long as Neosho participates in this agreement. (Neosho to retain full ownership to property and will provide maintenance required.)
3. That Newton County will provide the following services:
 - A. The answering of all police calls, fire department calls, and local government calls.
 - B. Dispatching all police calls, fire department calls, and local government calls.
 - C. Logging all calls into Newton County’s in-house computer system
 - D. Twenty-four (24) hour access to MULES/NCIC.
4. That the term of this contract shall commence upon valid execution and continue until December 31, 2024. Renewal will be automatic unless canceled by either party.
5. That this contract may be canceled and terminated by either party by giving sixty (60) days written notice to the other or by the parties entering into another written agreement concerning the same.
6. Any notice provided for herein may be mailed to either party by ordinary mail or

personally delivered to the County Commission of Newton County or the Mayor of Neosho.

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

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

COUNTY OF NEWTON

Presiding Commissioner

Commissioner, District I

Commissioner, District II

ATTEST:

COUNTY CLERK

CITY OF NEOSHO

Print Name _____

Title _____

ATTEST:

CITY CLERK

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Auditorium Insulation Work

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Auditorium Insulation Repair Duct Work Bid

PURPOSE:

BACKGROUND:

The city sent out bids to redcoat or replace the existing duct work on the outside of the building. It is starting to leak and is in need of repair. The city solicited quotes initially and determined the project would need to go out for bidding per our procurement policy. The city received one bid and doubled the initial quote offered. The city requests this bid to be rejected as presented.

RECOMMENDATION:

To reject bids as submitted.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 13, 2024 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: Auditorium Insulation Repair Roof Duct

Please label the envelope: Auditorium Insulation Repair Duct Work – Bid Opening March 13, 2024 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to David Kennedy, City Manager, at d.kennedy@neoshomo.gov /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 mandatory prebid meeting on Thursday, February 29, 2024 @ 10:00 at 109 West Main, Neosho, MO** (at the Auditorium)

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:

Bid A: Coat all existing insulation and replace damaged portion as needed at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO

Bid B: Recoat tops of ducts and repair insulation as needed at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO

Equipment Schedule:

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

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: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BY: _____

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/s
he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires

BID FORM

Description: (To be completed by bidding party)

Bid A: Coat all existing insulation and replace damaged area's as needed at Neosho Municipal Auditorium

Bid A: \$69,462.00 this excludes prevailing wage and taxes and includes payment bond

Bid B: Recoat tops of duct and repair insulation as needed at Neosho Municipal Auditorium

Bid B: \$38,660.00 this excludes prevailing wage and taxes

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

F.O.B. Neosho, MO

Projected Shipping Date: Start Date April 1 2024

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: TNT'S HVAC, LLC

ADDRESS: 12935 Packard Lane Neosho MO. 64850

PHONE: 471-312-7989

EMAIL: tnthvac5@gmail.com

BY: Travis Tutton



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

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

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

PRODUCER	CONTACT NAME: Jamie Lankford
Estal Insurance and Financial Services, Inc DBA Mid America	PHONE (A/C, No, Ext): 417-776-5433
P.O. Box 964	FAX (A/C, No): (636)978-3797
Seneca, MO 64865	E-MAIL ADDRESS: jlanford@midaminsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hiscox
	INSURER B: Berkshire Hathaway Home State
	INSURER C: Markel American Insurance Company
	INSURER D: Nationwide Insurance
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00002501-378193 REVISION NUMBER: 9

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		P102.536.927.1	10/23/2023	10/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		02APM043736-01	02/06/2024	02/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	AWC0018168-01	01/25/2024	01/25/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	License&Permit Bond		7901162105	10/24/2023	10/24/2024	City of Neosho \$10,000

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

CERTIFICATE HOLDER	CANCELLATION
Master Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JBL)

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Auditorium
Duct Work

Page 113 of 261



City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Precision Heating and Air
422 Ravenwood Circle
Neosho, MO 64850

Satterlee HVAC
Attn Troy
P. O. Box 730
Joplin, MO 64801

Schnelle SM Inc
2009 Stephens Blvd
Joplin, MO 64804

Rouse Sheet Metal
12036 Andrea Lane
Joplin, MO 64804

Kimbel Mechanical Systems
1936 Shiloh Drive
Fayetteville, AR 72704

West Mechanical Systems
P. O. Box 386
Neosho, MO 64850

Gunlock Heating & Air
P. O. Box 220
Saginaw, MO 64864

Midwest Materials Co
1220 West 13th Street
Joplin, MO 64804

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Auditorium Renovations

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Auditorium Repairs Bid

PURPOSE:

To approve a bid for CSG for renovations to the Municipal Auditorium.

BACKGROUND:

The city recently replaced the roof on the Auditorium due to numerous leaks, causing several areas of damage throughout the facility. The city sent out bids to address the areas of water damage and blinds that have been damaged over the years. This will also include repairs to areas such as the sound booth and fascia of the stage that need to be repaired and painted. The city did require an on-site inspection with interested companies to review the plan and areas to be addressed. The city received one bid back from CSG that meets all the areas needing addressed in the amount of \$96,230.00. This was a budgeted item this fiscal year and staff placed \$100,000.00 in the budget.

RECOMMENDATION:

To approve the resolution with CSG and authorize the Mayor to execute it.

BID FORM

Description: (To be completed by bidding party)

Base bid per provided specs. - \$96,230.00

Notes: Value Engineering options to decrease price can be discussed if necessary.

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

F.O.B. Neosho, MO

Projected Shipping Date: April 15, 2024

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - VP

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Newton)

Now this 27th day of March, 2024, 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. _____ Tyler Marion - VP

Authorized Agent, Partner, Owner or Officer

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

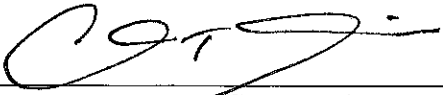
I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Debbie Abuzzo
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

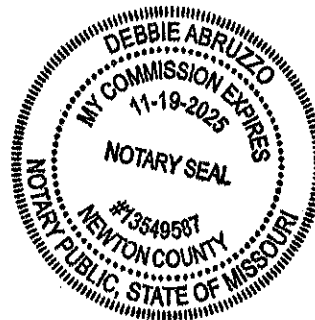

(Signature)

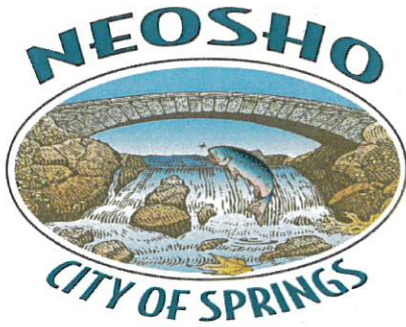
On this 27th day of March in the year 2024, before me, Debbie Abruzzo
 a Notary Public in and for said State, personally appeared Tyler Marlon
 , known to me to be the person who executed the within affidavit, and acknowledged to me that he/s
he executed the same for the purposes therein stated.

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

Debbie Abruzzo
Notary Public

My Commission Expires November 19, 2025





City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Construction Services Group
Tyler Marion
12451 Highway 59
Neosho, MO 64850

Branco Enterprise
P. O. Box 459
Neosho, MO 64850

Burkhart Construction
P. O. Box 1787
Joplin, MO 64802

Mayberry Construction Inc
2024 East 32nd Street
Joplin, MO 64804

R E Smith
1036 West 2nd Street
Joplin, MO 64801

Crossland Construction
833 S East Ave
Columbus, KS 66725

Kenny Singer Construction Inc
P. O. Box 631
Aurora, MO 65605

March 6th
2024

Name	Company		
Colton Mariani	CSG		
Dawson Taylor	Premier Contracting		



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 27, 2024 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: Neosho Municipal Auditorium Repairs

Please label the envelope: Neosho Municipal Auditorium Repairs Bid Opening Wednesday, March 27, 2024 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Richard Leavens, Developmental Services Director, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. **There will be a MANDATORY pre bid meeting on Wednesday, March 6, 2024 at 10 a.m. located at the Neosho Municipal Auditorium at 109 West Main Street, Neosho, MO 64850**

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:

Neosho Municipal Auditorium Repairs:

Drywall repairs, as required, at various locations. Please refer to attached marked up drawings for reference only.

Paint defined areas where drywall repairs are to be completed.

Repair window shades at various locations where needed.

Miscellaneous repairs around windows, as required.

Replace the existing Southeast exterior exit door, frame and hardware (stair 111)

NOTES:

1. A mandatory site visit will be held on Wednesday, March 6, 2024 at 10 a.m. at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO
2. Prospective bidders are responsible for verifying exact quantities and footages. The quantities are for reference ONLY
3. Contractors shall be responsible for all costs to complete the defined scope of work.
4. Contractor will be responsible for all clean up and disposal of construction waste and debris.

Equipment Schedule:

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

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: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BY: _____

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

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FURTHER THE AFFIANT SAYETH NOT

(Signature)

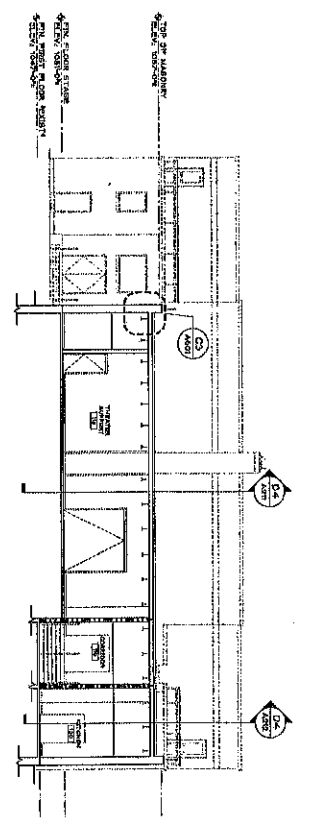
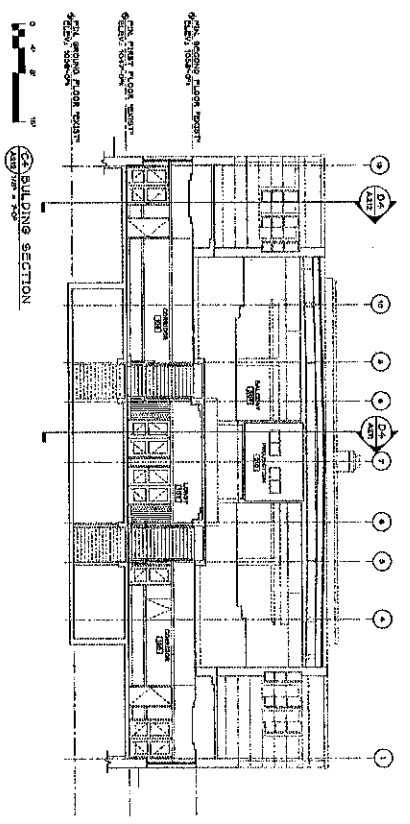
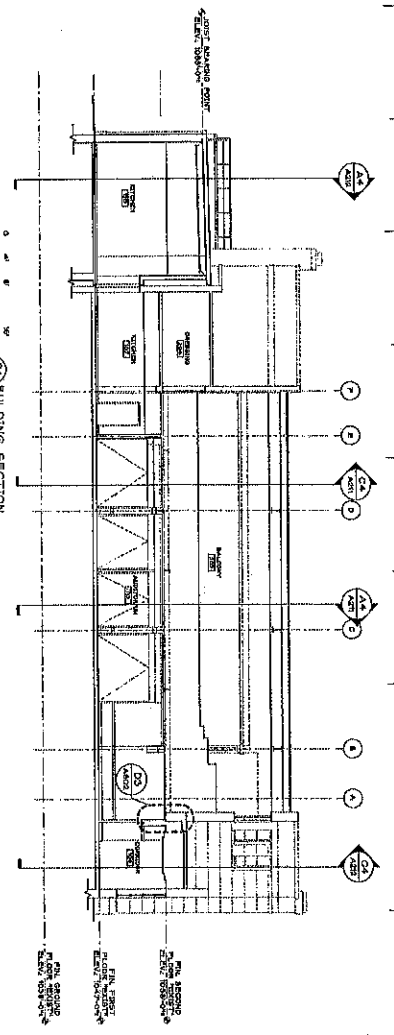
On this ____ day of _____ in the year 20____, before me, _____
____ a Notary Public in and for said State, personally appeared _____
____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/s
he executed the same for the purposes therein stated.

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

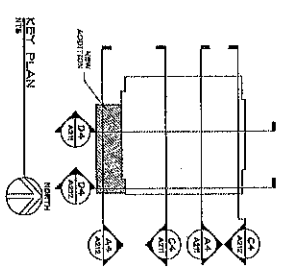
Notary Public

My Commission Expires

GENERAL NOTES
 1. FIELD VIEWS DIMENSIONS SHOWN AS 1/4"
 2. REFER TO ARCHITECTURAL, ELECTRICAL, PLUMBING AND FIRE
 PROTECTION DRAWINGS FOR ADDITIONAL WORK IN THESE
 CATEGORIES



FIRE PROTECTION LEGEND:
 --- ONE HOUR FIRE WALL
 --- TWO HOUR FIRE WALL



MISSOURI 64350-0085
 ADDITION & RENOVATIONS TO CIVIC CENTER FOR
CITY OF NEOSHO
 NEOSHO
 COPYRIGHT 2007
KROMM RIKIMARU AND JOHANSEN INC.
 ARCHITECTS PLANNERS INTERIORS
 6374 OLIVE BOULEVARD ST. LOUIS, MISSOURI 63132

BUILDING SECTIONS
 SCALE: "AS NOTED"
 JOB NUMBER: 0308
 MEPP:
 CIVIL:
 SURVEYOR:

SHEET NUMBER
A212

GENERAL NOTES

A. FIELD SURVEY DIMENSIONS SHOWN AS 1/4" = 1'-0".

B. REFERENCE TO ARCHITECTURAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ADDITIONAL WORK IS THROUGHOUT.



MISSOURI 64350-0065

ADDITION & RENOVATIONS TO CIVIC CENTER FOR
CITY OF NEOSHO
 MISSOURI
 COPYRIGHT 2007
KROMM RIKIMARU AND JOHANSEN INC.
 ARCHITECTS PLANNERS INTERIORS
 9374 OLIVE BOULEVARD ST. LOUIS, MISSOURI 63132

DATE
 02/03/2007

BUILDING SECTIONS

SCALE: AS NOTED

JOB NUMBER: 0308

SITUATIONAL:

MEPP:

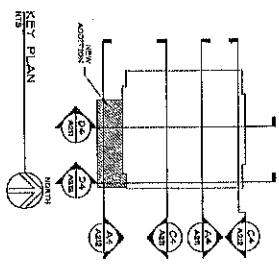
CIVIL:

SURVEYOR:

FIRE PROTECTION LEGEND

— ONE HOUR FIRE WALL

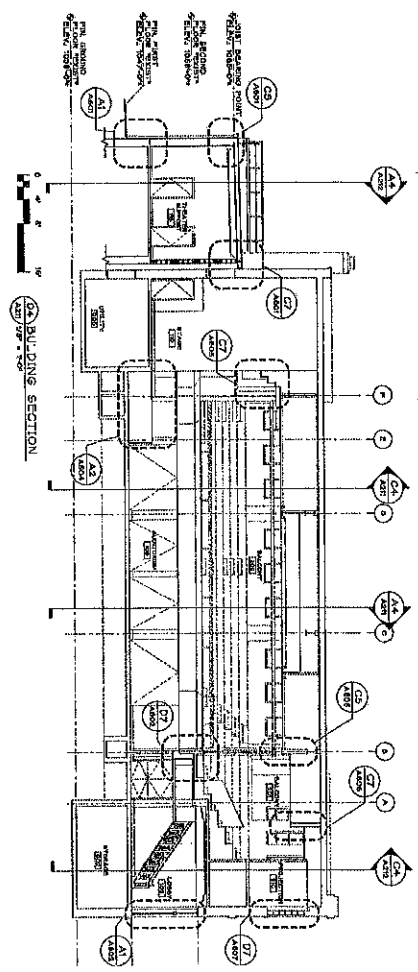
— TWO HOUR FIRE WALL



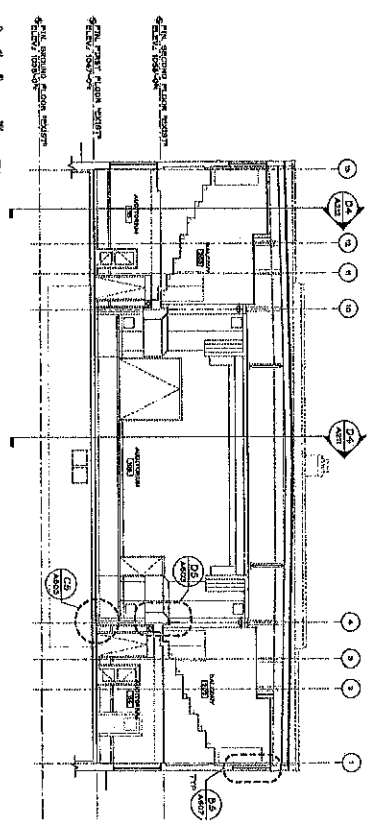
KEY PLAN

SHEET NUMBER

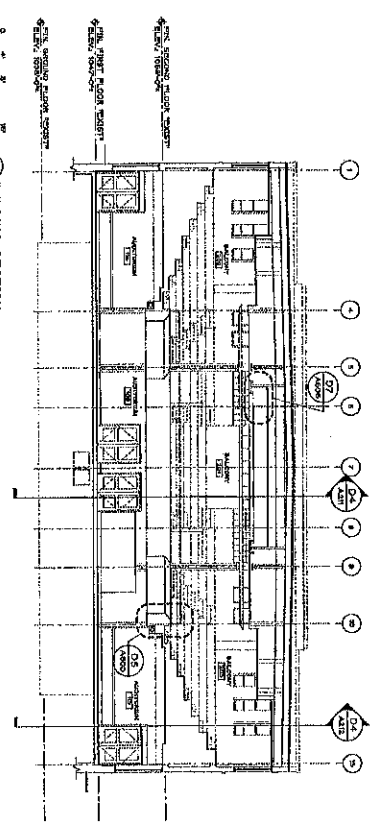
A211



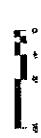
ELEVATION SECTION



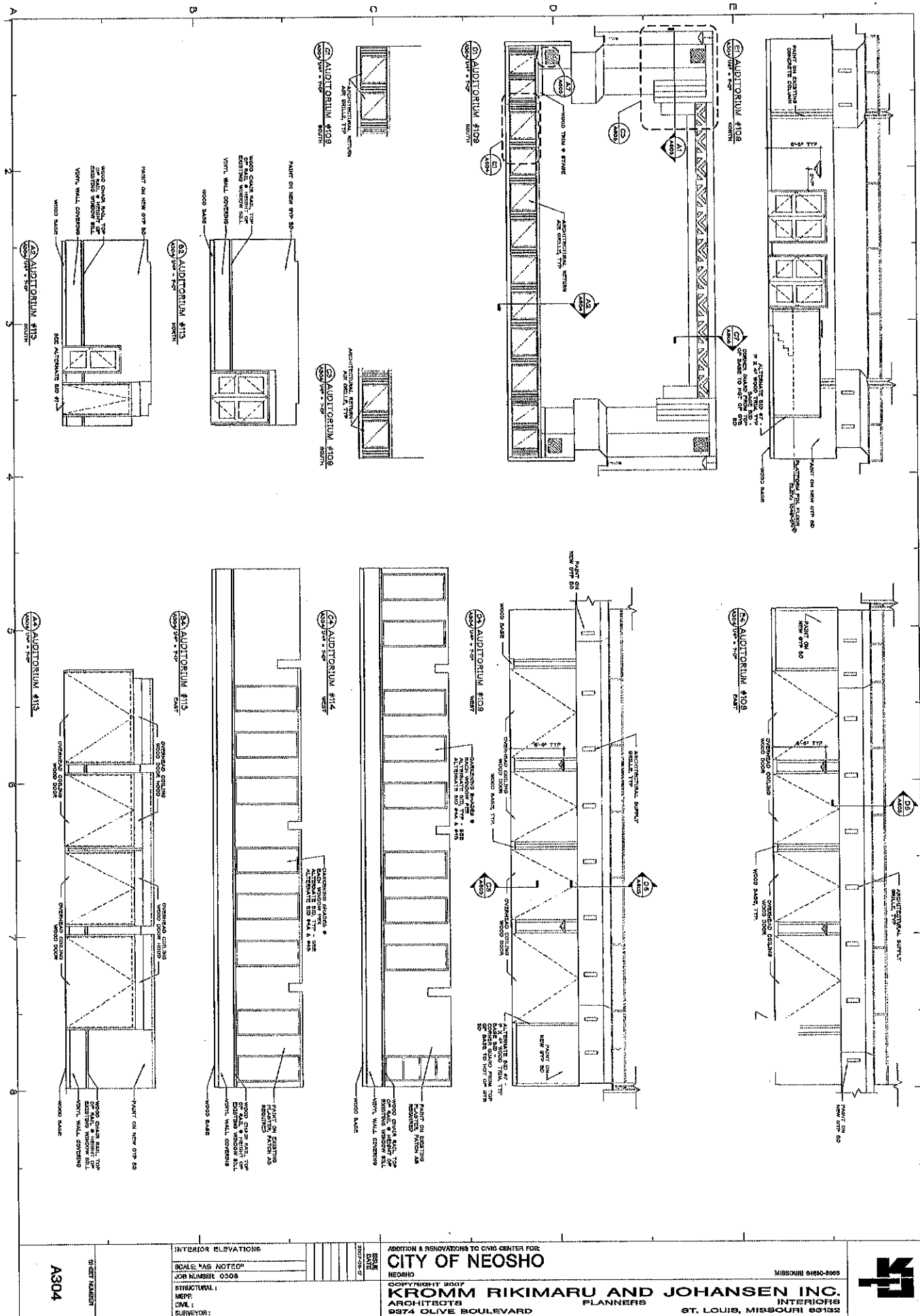
ELEVATION SECTION



ELEVATION SECTION



A 2 3 4 5 6 7 8



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 073
NEWTON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.84
Boilermaker	\$26.84*
Bricklayer	\$26.84*
Carpenter	\$39.13
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.70
Plasterer	
Communications Technician	\$26.84*
Electrician (Inside Wireman)	\$45.97
Electrician Outside Lineman	\$26.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$26.84*
Glazier	\$26.84*
Ironworker	\$26.84*
Laborer	\$37.26
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$26.84*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$36.39
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$26.84*
Plumber	\$50.18
Pipe Fitter	
Roofer	\$26.84*
Sheet Metal Worker	\$47.79
Sprinkler Fitter	\$26.84*
Truck Driver	\$26.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.77
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$26.84*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$42.00
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$26.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

AUGUST 2018 PREVAILING WAGE CHANGES

MORE INFORMATION IS AVAILABLE AT
LABOR.MO.GOV/PREVAILING-WAGE

Legislation (HB 1729) passed by the Missouri General Assembly and signed by the Governor becomes effective August 28, 2018.



This new law makes several changes to Missouri's prevailing wage system.

UNDER \$75,000

<<< \$75,000 >>>
PROJECT COST

ABOVE \$75,000

- Public works projects valued \$75,000 and under are not subject to the prevailing wage law.
- Public works projects valued less than \$10,000 are not subject to a competitive bidding process.

No project may be split up into smaller projects valued at less than \$75,000 to evade the requirement to pay prevailing wage or public works contracting minimum wage.

- Public works projects are subject to either prevailing wage or public works contracting minimum wage depending on whether 1,000 hours are reported (see below).
- Hours worked on holidays will be paid at twice the normal rate (including fringe benefits). Overtime hours will be paid at time and a half of the normal rate (including fringe benefits).
- Contractors may employ one "apprentice" or "entry-level" worker for each journeyman hired and pay them 50% of the pay (including fringe benefits) of a journeyman in their same occupational title.

UNDER 1,000 HOURS

<<< 1,000 HOURS >>>
FOR A SPECIFIC OCCUPATIONAL TITLE
IN EACH COUNTY

ABOVE 1,000 HOURS

- The public works contracting minimum wage of 120% of the average county wage will be used instead of the prevailing wage.

The list of occupational titles has been consolidated to 20. You may continue to use the same occupational titles to input your hours. The system will automatically sort this information into the correct titles set forth by statute.

- The prevailing wage rate shall be a weighted average of the total wage fringe benefit package of all journeyman hours submitted by contractors.
- Only hours reported by contractors on non-residential projects will be used to calculate the annual wage order.

HB 1729 Effective
08/28/18

Last day to report
2018 hours and data
01/31/19

IMPORTANT DATES

Initial wage order released.
30 day objection
period begins
03/10/19

Final wage order
published by
07/01/19

CONTRACTOR'S WAGE SURVEYS MAY BE SUBMITTED BEGINNING SEPTEMBER 17, 2018.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
☐ Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
☐ C Corporation	Exemption from FATCA reporting code (if any) _____
☐ S Corporation	(Applies to accounts maintained outside the U.S.)
☐ Partnership	
☐ Trust/estate	
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
☐ Other (see instructions) ►	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

			-								
--	--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Water Tower Demolition

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Dewey and Finny Tower Demo Bids Recieved

PURPOSE:

The purpose of this item is to seek the Council's approval of a bid for the demolition of a decommissioned water tower.

BACKGROUND:

The 50,000-gallon capacity water tower located at the intersection of Dewy and Finny St was built in 1926 and decommissioned in 1984 by MODNR. The tower is unsightly and no longer has a use for our distribution system. The demolition will include the dismantling and removal of the metal debris from the tower.

We sent out multiple bids and received two back.

Isler Demolition, INC \$49,700.00

Allstate Tower, INC \$86,600.00

This is a budgeted item. If the council approves the lowest bid, we will be \$10,300.00 under budget.

RECOMMENDATION:

Staff recommends the Council approve the bid from Isler Demolition for the amount of \$49,700.00



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, March 27th, 2024, 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: Dewey and Finney Water Tower Demolition

Please label the envelope: Dewey and Finney Water Tower Demolition

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 the demolition and removal of a unused empty water tower.

I. General Information

A. Introduction: The City of Neosho invites qualified and experienced contractors to submit bids for the demolition and removal of the Dewey and Finny Water Tower located at 813 Dewey Ave., Neosho, MO 64850. This project is part of our ongoing efforts to manage and decommission outdated infrastructure safely and efficiently. Pictures are attached to this document.

B. Project Location: The project site is located at 813 Dewey Ave., Neosho, MO 64850.

C. Description: The Dewey and Finny water tower is a four-legged 50,000-gallon tower approximately 85' in height. These figures are approximate and must be confirmed by the contractor.

II. Scope of Work

A. Pre-Demolition Activities:

1. Obtain a business license from the City of Neosho.
2. Develop and submit a demolition plan, including safety measures and residential precautions.
3. Notify relevant authorities and utility companies about the planned demolition and coordinate utility disconnections, if necessary.

B. Demolition Activities:

1. The City of Neosho staff will confirm disconnection to the distribution system before the demolition.
2. Safely demolish the unused water tower, including the tower structure, support legs, and standpipe.
3. Employ industry best practices and safety measures to minimize risks during the demolition.
4. Remove debris and materials from the demolition site promptly.
5. Implement dust control measures if needed.

C. Site Cleanup and Restoration:

1. Clear and level the demolition site, removing all remnants of the water tower except for the concrete footings.
2. Restore the site to its original or agreed-upon condition, including any landscaping, and grading work, and replace any fencing required to disassemble while work is being done.
3. Properly dispose of all demolition debris materials following local, state, and federal regulations.

III. Technical Requirements

A. Equipment and Safety:

1. The Contractor must have the necessary equipment, experience, and expertise to demolish the water tower safely and efficiently.
2. Ensure that all demolition activities are conducted in compliance with applicable safety regulations and industry best practices.

IV. Submission Requirements

A. Evaluation Criteria: Bids will be evaluated based on criteria including cost, experience, references, safety measures, and compliance with technical specifications.

1. The contractor will need to provide past completed demolitions like the proposed project.
2. Provide at least two references where similar projects have been completed.

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.

FURTHER THE AFFIANT SAYETH NOT

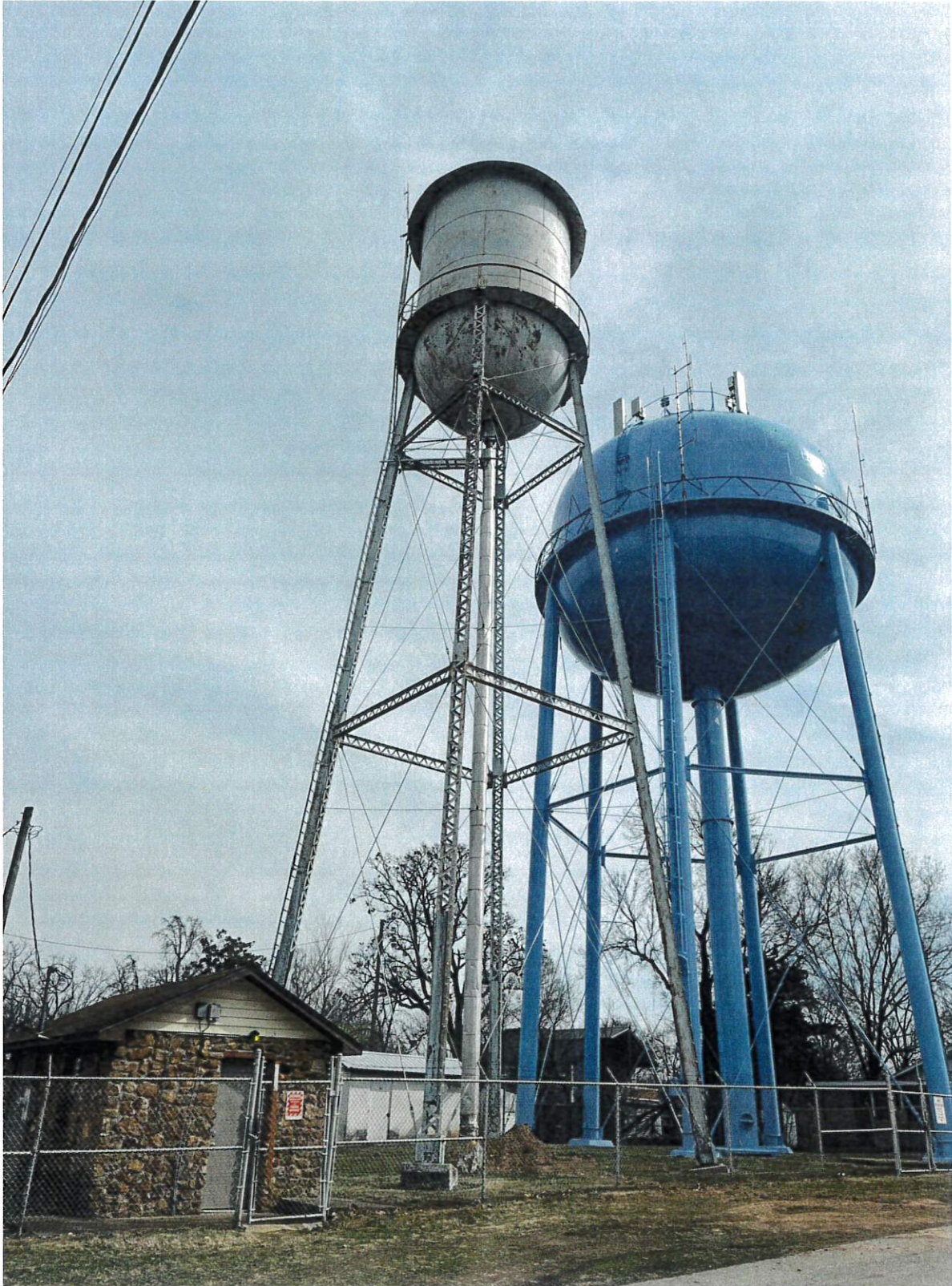
(Signature)

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



BID FORM

Description: (To be completed by bidding party)

dismantle EWT down to concrete foundation

Price(s) for unit(s) meeting enclosed specifications: \$ 49,700.00

F.O.B. Neosho, MO Contracts will be turned around promptly, demo date will depend
Projected Start Date: on issue of NTP. We request 75 days fr NTP to fit into our
Schedule. We anticipate demo will be much sooner.
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: Iseler Demolition Inc

SIGNED BY: Scott C. Iseler

ADDRESS: 3800 Stoddard Rd

Kinde MI 48445

EMAIL: iseler@iselerdemolition.com

PHONE: 989 428 4216

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of ~~Missouri~~ Mich) ss

County of Huron)

Now this 25th day of March, 2024, 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

ISELER DEMOLITION, INC. (name of Corporation, ~~LLC~~, sole
~~proprietorship, or partnership~~)

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

ISELER DEMOLITION, INC.. (Name of business entity, same as above)

4. I state and affirm that ISELER DEMOLITION, INC. 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, ISELER DEMOLITION, INC. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, ISELER DEMOLITION, INC. 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.**

Scott C. Iseler
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

Scott C. Iseler

(Signature)

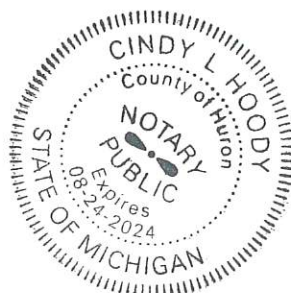
On this 25th day of Mar in the year 2024, before me, Cindy Hoody
a Notary Public in and for said State, personally appeared Scott Iseler, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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.

Cindy Hoody

Notary Public

My Commission Expires 8.24.24



*Sent to crew

jholdwick@iselerdemolition.com

From: Ernest Kierbach <ekierbach@gmail.com>
Sent: Wednesday, July 20, 2022 8:16 PM
To: jholdwick@iselerdemolition.com
Subject: Re: MT Olive IL

Hi Jodie,

I just wanted to let you know everything went great with the Mt. Olive water tower demo. I really appreciated the communication of the demo team. They were courteous, professional, and respectful of my property. They took the time to explain how they would handle placement of tarps, plastic and sprinkler heads. Specifically, TC did an excellent job explaining and making me comfortable I felt I was in good hands. The team work was impressive and extremely professional and efficient. In my assessment, Iseler has an excellent team in this group of employees. As an engineer and a manager for over 20 years, this is a dream team firing on all cylinders. Hope you can keep them together, they represent Iseler well.

On Mon, Jul 18, 2022 at 7:12 AM <jholdwick@iselerdemolition.com> wrote:

Ernie,

They will be there this week on Wednesday July 20.

Thank you,

Jodie Holdwick

Secretary

Iseler Demolition.com

jholdwick@iselerdemolition.com

800-338-8396 ext 223

From: Ernest Kierbach <ekierbach@gmail.com>
Sent: Friday, July 15, 2022 8:11 PM
To: jholdwick@iselerdemolition.com
Subject: Re: MT Olive IL

siseler@iselerdemolition.com

From: Iseler Demolition <siseler@iselerdemolition.com>
Sent: Wednesday, December 29, 2021 4:37 PM
To: 'Scott'; jphillips@sw@gmail.com; siseler@iselerdemolition.com
Subject: FW: Fisher Tank Co / Revlon. Oxford, N.C.

Flag Status: Flagged

From: Robert Colt <rcolt@FisherTank.com>
Sent: Wednesday, December 29, 2021 4:35 PM
To: Iseler Demolition <siseler@iselerdemolition.com>
Subject: Fisher Tank Co / Revlon. Oxford, N.C.

Lisa, Kyle, Scott,

I want to thank you and your crew for the job they did at Revlon.
Although it was not a super tough customer they can slow you down with a lot of questions.
Iseler did their job quickly effectively and most importantly safely.
Revlon was very impressed and grateful for the way everything was handled from beginning to end.
Once again many thanks for a job well done!!

Robert Colt

Robert Colt, Project Manager/Coatings Manager
Fisher Tank Company
104 Fisher Tank Drive, Leesville, SC 29070
Office: 803-359-4173 x2750 | Cell: 803-767-2843 | Direct: 803-520-2750 | Fax: 803-957-3376
rcolt@FisherTank.com

FISHER TANK COMPANY
Employee Owned
tank experts since 1948



CONFIDENTIALITY NOTICE: This communication and any documents, files or previous e-mail messages attached to it, constitute a confidential communication within the scope of the Electronic Communications Privacy Act, 18 USC § 2510. This communication may contain confidential, confidential or legally privileged information intended for the sole use of the designated addressee(s). The unauthorized interception, use or disclosure of such information is strictly prohibited under 18 USC § 2511. If you are not the intended recipient or have received this communication in error, please notify the sender immediately by e-mail and delete all copies of this communication, including any attachments, from all devices and delete them from disk. Thank you.

Iseler Demolition

From: Feuka, Kevin [kevin.feuka@C2AE.COM]
Sent: Friday, October 02, 2020 12:42 PM
To: Iseler Demolition
Subject: Heuvelton NY

I wanted to tell you Mayor Lashua is extremely impressed with your team's work out there and very . Despite a steady, cold rain, she stood in awe watching the "old girl" (as she refers to it) come down. She must have said 4 times she can't believe how quickly it is being done. And she commented on how masterful your team is in the process; she fittingly referred to it twice as a "ballet", so well "orchestrated".

Thanks for your hard work and cooperation to make it happen! It was a very nice change to all be in a celebratory mood today, though a little sad to see the "old girl".

And Buddy Fiacco even bought pizza for everyone!

Have a good weekend.

Kevin

Kevin Feuka, PE
Project Manager, Professional Engineer

C2AE
architecture | engineering
70 Main Street
Canton, NY 13617
O: 315.714.5181
M: 517.749.8949

Infrastructure that enables, Architecture that empowers.
www.c2ae.com | [Facebook](#) | [LinkedIn](#)

*Johnna Little
Heuvelton NY
Project Completed
10/2/20*

FW: Job well done - Pinetops NC

2/3/20 8:20 AM

From: "Iseler Demolition" <iseler@iselerdemolition.com>

To: "Scott" <scott@iselerdemolition.com>, <iseler@iselerdemolition.com>

*job Completed
1/30/20*

From: nks [mailto:firechiefnc22@aol.com]

Sent: Friday, January 31, 2020 8:10 PM

To: iseler@iselerdemolition.com

Subject: Job well done

January 1, 2020

Pinetops Fire / Rescue

101 West Burnette Street

Pinetops NC 27864

1.31.2020

Dear Scott,

Enjoyed talking with you today. I just want to put in writing the highlights of our conversation today.

As Fire Chief for the Town of Pinetops, I am tasked with handling and overseeing emergency services operations for our city. That includes preparing for situations such as the demolition of the water tank on Thursday.

I wanted to let you know that your crew did a awesome job in taking down the tank. They worked from start to finish doing their job in an expert manner and with a constant concern for safety. They began by notifying our 911 Communication Center in respect to fire sightings and continued on until the job was complete and the work area cleaned up.

I would highly recommend your company to anyone needing the services your company provides.

Sincerely,

Steve Burress

Chief

Pinetops Fire / Rescue

God Bless

*Refurnish letter
Pinetops NC*

*Job Completed
1/30/20*

We wanted to drop a note and thank you for your full cooperation during the Water tank dismantles.

We understand there were a lot of questions and concerns with this size of project, we appreciate you working through them with us and coming to an acceptable agreement for both of us.

If you would be so kind as to provide a testimonial expressing your experience with my field crew and the tank dismantles itself, we would very much appreciate it, as we are always looking for letters to place in the reference packet we send to potential clients.

Again, thank you very much. We trust that you were happy with our crew and how the tank dismantles went.

Lisa Pleiness, Office Mgr.
Iseler Demolition, Inc.
7840 Portland Ave.
(P.O. Box 185)
Port Hope, MI 48468
800-338-8396 (989-428-4216 ext 221)
fax - 989-428-4689

FW: Well Done

6/4/19 3:13 PM

From: "Iseler Demolition" <Iseler@Iselerdemolition.com>

To: <Iseler@Iselerdemolition.com>; <scott@Iselerdemolition.com>; "John Phillips" <jphillips@Iselerdemolition.com>

From: Bill Moore [mailto:bmoore@shurtape.com]

Sent: Tuesday, June 04, 2019 3:05 PM

To: Iseler Demolition

Cc: Mark Hawes; Rick Kilpatrick; Jeff Maholic

Subject: Well Done

Iseler Team,

The Shurtape team was in awe of Iseler Demolition's orchestration of the tank removal this morning. Their emphasis on safety is only exceeded by their efficiency. We particularly appreciated the attention to detail at the end of the job as they continued to ask if there was anything else we needed.

We had very high expectations, and Iseler exceeded them. Thank you and well done!

Bill Moore | Engineering Manager, CMRP

Shurtape Technologies, LLC | Stony Point, NC 44011

☎ Office 828.267.8974

☎ Cell 336.267.6283

✉ bmoore@shurtape.com



Printer's Mark

Green

PHOOTAPE

Shurtape

Attachments:

- image001.png



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

July 20, 2017

Doug Iseler
Iseler Demolition
71231 Burlison Lane
Romeo, Michigan 48065

Dear Doug,

I would like to thank you and the team assigned to dismantle and remove our 1 million gallon elevated water storage tower. Your crew was efficient, professional, and worked well with our adjacent property owners. I have only heard good feedback from the community as a result of this project's execution.

It was my pleasure to work closely with your staff for the demolition of our elevated water tower.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Fickle", is written over a horizontal line.

Steve Fickle
City of Fort Wayne

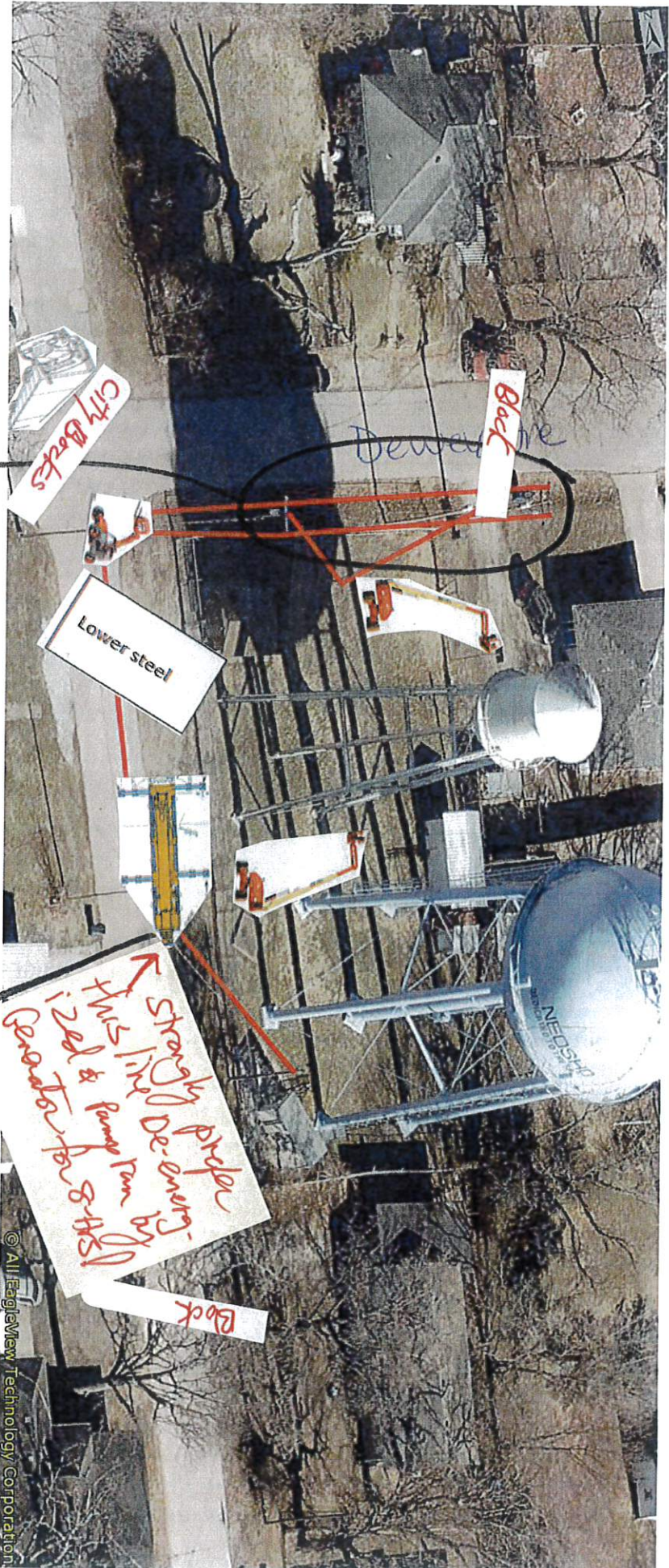
ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802 • www.cityoffortwayne.org

An Equal Opportunity Employer

813 Finney Ave Neosho MO 64850 36.860820, -94.372407



1/2022

can kill / can
+ shield / not
drop

feeds tank can
4 hours kill or
no, drop

BID FORM

Description: (To be completed by bidding party)

Mobilize to site
perform JSA - Report any issues to owner
Deliver cranes & lull to Job site
Pre-cut & Dismantle tank.
Tank to be cut up & placed in construction Gondolas
clean site, Remove cranes/lulls & ~~the~~ De-mobilize crew
"Detailed procedure Attached"

Price(s) for unit(s) meeting enclosed specifications: 86,600.00

F.O.B. Neosho, MO
Projected Start Date: 45 Days From N.T.P.

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: Allstate Tower, Inc.

SIGNED BY: K & G

ADDRESS: 232 Heilmann
Henderson Ky 42420

EMAIL: Kroth@PTTG.com

PHONE: 270-830-8512

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of ~~Missouri~~ Ky) ss

County of Henderson)

Now this 21 day of march, 2024, 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

Allstate Tower, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

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

Allstate Tower, Inc. (Name of business entity, same as above)

4. I state and affirm that Allstate Tower, Inc. 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, Allstate Tower, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Allstate Tower Inc. 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.**

KR vp sales
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.**

Paul Cassidy
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*

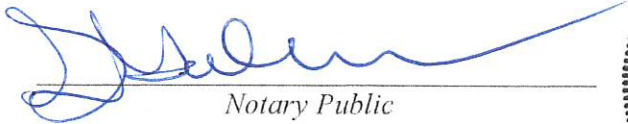
FURTHER THE AFFIANT SAYETH NOT

KR

(Signature)

On this 21 day of march in the year 2024, before me, Gretchen Hallmark
a Notary Public in and for said State, personally appeared Kevin Roth, 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

10-2-26



P.O. Box 25 ♦ Henderson, KY, 42420 ♦ Tel. (270) 830-8512 ♦ Fax (270) 830-8475

Manufacturer of Guyed & Self Supporting Towers with a complete line of Tower Accessories including
Sector Mounts ♦ Side-Arm Mounts ♦ Waveguide Ladders ♦ Platforms ♦ Ice Bridges ♦ Etc.

Services include Tower Installation ♦ Tank & Tower Dismantle ♦ Site Civil / Foundation Work ♦
Maintenance ♦ Painting ♦ Inspections ♦ Plumb & Tension ♦ Re-Guy ♦ Lighting ♦ Feedline Repair
/Installation

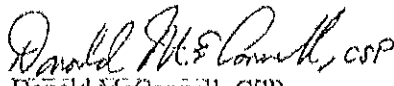
DISMANTLE PROCEDURE

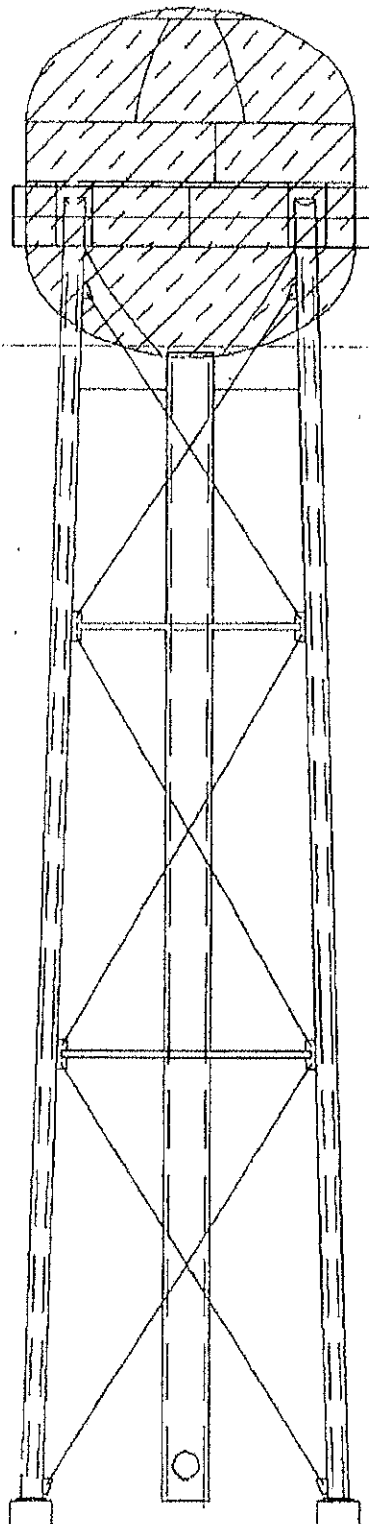
Elevated Tank Dismantle Utilizing a Crane

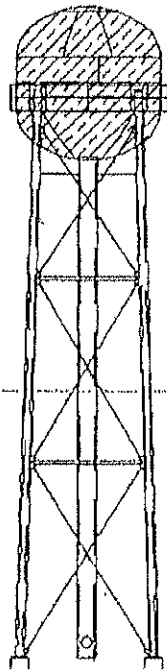
1. Cutting of the tank will be done using oxygen/acetylene torches.
2. The crane size will be pre-determined based on the size and height of the tank and the job site obstacles.
3. Allstate's site supervisor will conduct a Structural Demolition Survey and complete a survey form prior to commencing work. (See attached sample of the demolition survey form.
4. Manholes will be opened or cut into the sidewalls of the tank at points above the catwalk to provide access/egress into the tank and provide additional ventilation (if applicable).
5. The tank and tower will be pre-cut using a stitch-cut method in order to ensure the structural integrity of the tank.
6. Once the tank and tower have been pre-cut, the crane will be brought on site.
7. A pre-lift meeting will be held by the job supervisor with the crane operator and dismantle crew to discuss the safe way to proceed and the sequence of lifts.
8. Prior to making the final cuts to each lift, the pre-cut pieces shall be securely attached to the crane hook. The crane hook shall be positioned directly over the center of each load to prevent pieces from swinging.
9. Once the pieces have been securely attached to the crane hook, the final cuts will be made to release the piece. (See attached drawing showing sequence of tank dismantle)
10. The pieces will be lowered to a designated storage area on the ground.
11. This same procedure will be used on all pieces including the columns, struts, riser stem and base sections.
12. If the tank has columns, the top set of tension rods are cut prior to lifting the bottom bowl sections of the tank. On all other bays of the tower, the tension rods will be cut as each section (bay) of the tower is dismantled.
13. Prior to commencing dismantle of the elevated tank the crew supervisor will contact local fire/rescue personnel () and make them aware of their presence and the demolition process and make sure they can respond and assist in the event an elevated rescue is necessary. Emergency contacts/phone numbers will be available to all crew members and cell phones will be available on the site for emergency request.

14. The tank sections placed on the ground will be cut into appropriate sizes, as required for transportation
15. The final pieces will be placed on trailers or in dumpsters using either a forklift or small crane.
16. Upon completion of the dismantle, load-out and cleanup, the supervisor will meet with the owner/GC to ensure the site is in acceptable condition.

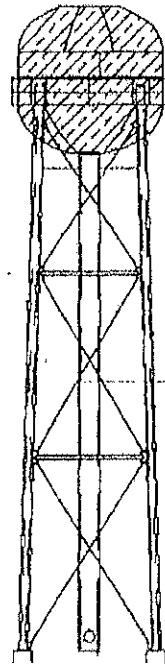
Due to differences in job sites/tanks there will be deviations in this procedure at times. The basic principal for safe and efficient dismantle will be followed.


Donald McConnell, CSP
VP of Loss Prevention

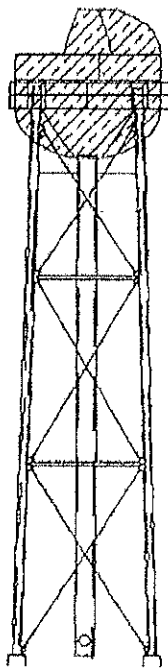




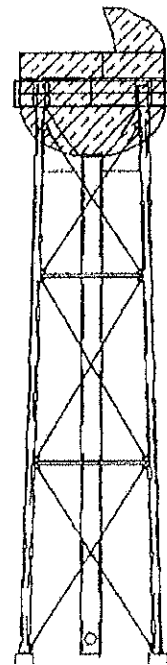
READY TO START



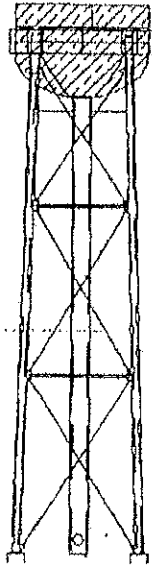
SAUCER REMOVED



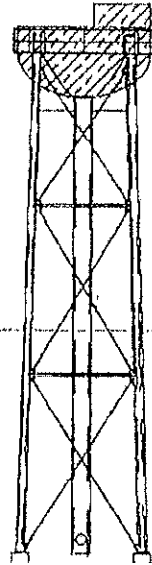
ROOF FINGERS GOING



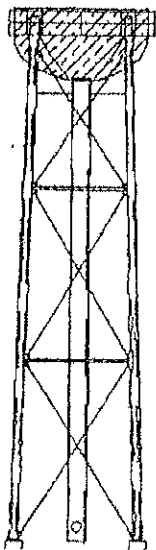
ROOF FINGERS GOING



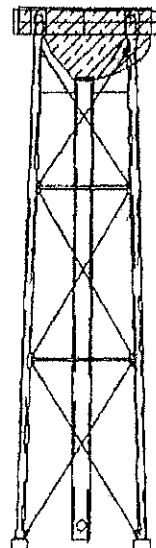
ROOF REMOVED



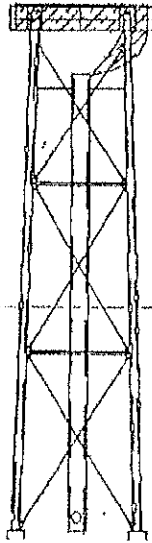
SHELL BEING REMOVED



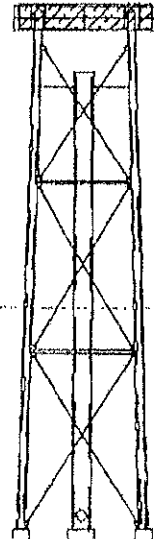
SHELL SHEETS REMOVED



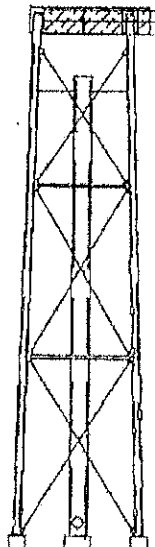
BOWL BEING REMOVED



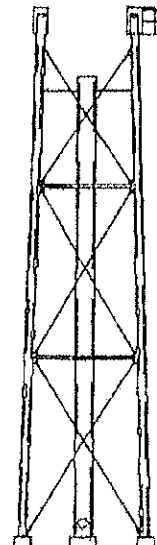
BOWL GOING



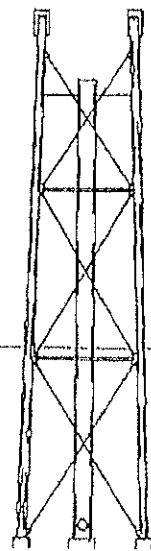
BOWL REMOVED



BALCONY PIECES
BEING REMOVED



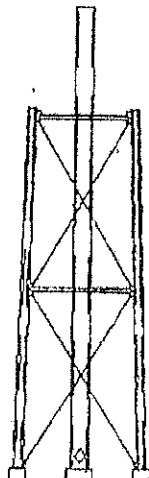
LAST BALCONY
PIECE GOING



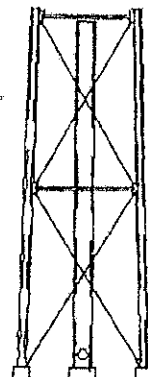
CONTAINER GONE



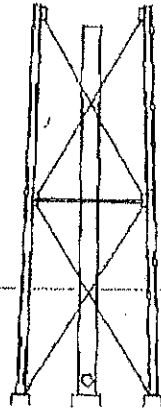
POST-HEADS
BEING REMOVED



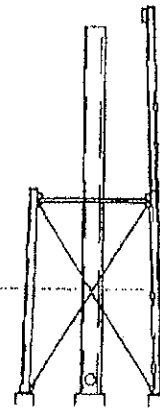
POST-HEADS
GONE



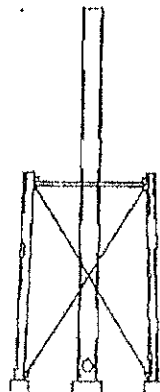
FIRST RISER
SECTION GONE



TOP STRUT
REMOVED



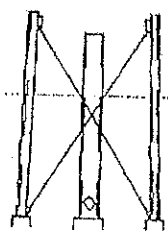
MIDDLE LEG
SECTION REMOVED



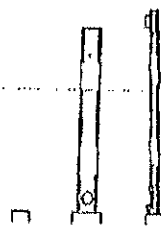
MIDDLE BAY OF
LEGS GONE



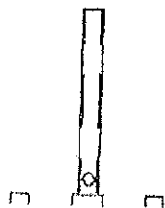
MIDDLE SECTION
OF RISER GONE



BOTTOM STRUT
REMOVED



BOTTOM BAY OF
LEGS BEING REMOVED



BASE RISER
REMAINING



TANK REMOVED

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Crowder Pumps

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Crowder Pump Bids

PURPOSE:

To request council approval for the bid from Mid America Pump LLC for the Crowder pumps.

BACKGROUND:

An effluent pump at the Crowder Wastewater Treatment Plant has failed and needs to be rebuilt to be placed back in service. Bids were sent out by staff and three bids were received back.

The Tridan Group, LLC \$48,765.00

Mid-America Pump, LLC \$37,536.36

Letts Vankirk & Associates \$41,081.42

RECOMMENDATION:

Staff recommends approving the bid from Mid-America Pump, LLC in the amount of \$37,536.36.

BID FORM

Description: (To be completed by bidding party)

Repair proposal to include:

- 1ea - New 14M Fairbanks/Pentair bowl assembly
- 2ea - new column pipes (so the length of the overall pump is correct)
- 1ea - new column pipe coupling
- 2ea - new SS line shafts
- 1ea - new brass retainer with rubber bushing
- 3ea - new line shaft couplings
- 1ea - packing box bushing
- 1ea - set of packing
- 1ea - new WPEVHS60-18-364TP-16.5 Worldwide 60HP 1800RPM motor
- 1ea - new motor shaft, adjusting nut, key and screw
- Labor to teardown and inspect; determine lengths needed for column pipes and line shafts so overall length of the unit is correct; clean parts being reused; paint with pottable epoxy paint; assemble and touch up paint unit
- Deliver to the job site
- Truck and MLS charges
- Performance Bond and Freight

Price(s) for unit(s) meeting enclosed specifications: \$48,765.00

F.O.B. Neosho, MO

Projected Shipping Date: Minimum of 4 Weeks from date of order

After delivery - payment made on third Tuesday of month delivered

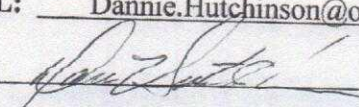
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: The Tridan Group LLC.

ADDRESS: 15320 Andrews Rd, Kansas City Mo. 641247

PHONE: 816/406-4148

EMAIL: Dannie.Hutchinson@outlook.com

BY: 

BID FORM

Description: (To be completed by bidding party)

SEE ATTACHED
PROJECT SCORE

Price(s) for unit(s) meeting enclosed specifications: \$ 37,536.36

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: Mid-America Pump LLC
ADDRESS: 5600 Inland Dr. Kansas City KS 64110
PHONE: (913) 287-3900
EMAIL: brad@midamericapump.com
BY: A. E. [Signature]



5600 Inland Drive
Kansas City, Kansas 66106
Phone 913-287-3900
Fax 913-287-6641

REPAIR PROPOSAL

SKP: 7965

Customer PO #:

Prepared By #: Brad Saul

Date: 3/28/2024

Repair Estimate: 37,536.36

Replacement Price:

Estimated Delivery:

Customer Information

Bill To:

Company Name: Alliance Water Resources
Address: 15318 Kentucky Road
City: Neosho
State/Zip Code: Mo 64850-

Contact Info:

First Name: Ken
Last Name: Brady
Phone: (662) 664-0852
Fax:

Ship To:

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for repairing a Byron Jackson vertical turbine that only had the discharge head and column pipe when we received it. We only have the documents provided to us by Alliance for flow and head required.

Repair Description

Repair proposal to include:

1ea - New 14M Fairbanks/Pentair bowl assembly
2ea - new column pipes (so the length of the overall pump is correct)
1ea - new column pipe coupling
2ea - new SS line shafts
1ea - new brass retainer with rubber bushing
3ea - new line shaft couplings
1ea - packing box bushing
1ea - set of packing
1ea - new WPEVHS60-18-364TP-16.5 Worldwide 60HP 1800RPM motor
1ea - new motor shaft, adjusting nut, key and screw
Labor to teardown and inspect; determine lengths needed for column pipes and line shafts so overall length of the unit is correct; clean parts being reused; paint with pottable epoxy paint; assemble and touch up paint unit
Deliver to the job site
Truck and MLS charges
Performance Bond
Freight

Lead time on the new bowl assembly is 2-4 weeks, column pipe is 2-3 weeks, motor is 1-2 weeks

Does not include installation or anything else not listed below, please see terms and conditions

Pump Information

Pump Make: Byron Jackson via Flowserve

Model: 14M Fairbanks conversion

Style: vertical turbine

Pump RPM:

Motor RPM: 1800

☐ Seal

☒ Packing

Serial No:

HP: 60

Voltage: 230/460

Coupling: threaded

Application Information

Pumpage: Pottable water

Head: 97

Flow: 1500

Temp:

Viscosity:

Specific Gravity:

☐ Hazardous ☐ Rotation Left

☐ MSDS ☐ Rotation Right

Terms and Conditions

1 Freight Charges Not Included
2 Taxes Not Included
3 Expedite Fees Not Included
4 Payment Terms - Net 30
5 Warranty Period - 90 Days
6 Proposal Valid for 30 Days
7 Teardown/Inspection/Field Service Hours/MLS
will be charged if Equipment is Not Repaired or
Replaced through Mid-America Pump

BID FORM

Description: (To be completed by bidding party)

SFC ATTACHED
PROJECT SCOPE

Price(s) for unit(s) meeting enclosed specifications: \$41,081.42

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: Letts Vankirk & Associates

ADDRESS: 5600 Inland Dr. KC. KS 66104

PHONE: (913) 287-3900

EMAIL: nck@lettsvankirk.com

BY: 



5600 Inland Drive
Kansas City, Kansas 66106
Phone 913-287-3900
Fax 913-287-6641

REPAIR PROPOSAL

Customer PO #:

Prepared By #:

Date:

Rick Van Kirk

3/28/2024

Repair Estimate: \$ 1,081.42

Replacement Price:

Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Neosho, MO

Address: 203 E. Main

City: Neosho

State/Zip Code: Mo 64850-

First Name: Ken

Last Name: Brady

Phone: (662) 664-0852

Fax:

Company:

Address:

City:

State/Zip Code:

Description of Problem

This is for repairing a Byron Jackson vertical turbine that only had the discharge head and column pipe when we received it. We only have the documents provided to us by Alliance for flow and head required.

Repair Description

Repair proposal to include:

1ea - New 14M Fairbanks/Pentair bowl assembly

2ea - new column pipes (so the length of the overall pump is correct)

1ea - new column pipe coupling

2ea - new SS line shafts

1ea - new brass retainer with rubber bushing

3ea - new line shaft couplings

1ea - packing box bushing

1ea - set of packing

1ea - new WPEVHS60-18-364TP-16.5 Worldwide 60HP 1800RPM motor

1ea - new motor shaft, adjusting nut, key and screw

Labor to teardown and inspect; determine lengths needed for column pipes and line shafts

so overall length of the unit is correct; clean parts being reused; paint with pottable epoxy

paint; assemble and touch up paint unit

Deliver to the job site

Truck and MLS charges

Performance Bond

Freight

Lead time on the new bowl assembly is 2-4 weeks, column pipe is 2-3 weeks, motor is 1-2 weeks

Does not include installation or anything else not listed below, please see terms and conditions

Pump Information

Pump Make: Byron Jackson via Flowserve

Model: 14M Fairbanks conversion

Style: vertical turbine

Pump RPM:

Motor RPM: 1800

☐ Seal

☒ Packing

Serial No:

HP: 60

Voltage: 230/460

Coupling: threaded

Application Information

Pumpage: Pottable water

Head: 97

Flow: 1500

Temp:

Viscosity:

Specific Gravity:

☐ Hazardous ☐ Rotation Left

☐ MSDS ☐ Rotation Right

Terms and Conditions

1 Freight Charges Not Included

2 Taxes Not Included

3 Expedite Fees Not Included

4 Payment Terms - Net 30

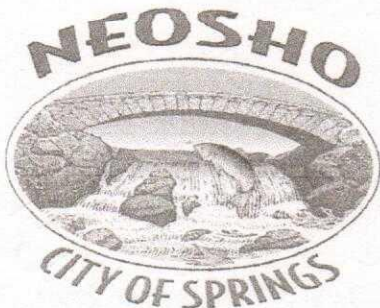
5 Warranty Period - 90 Days

6 Proposal Valid for 30 Days

7 Teardown/Inspection/Field Service Hours/MLS

will be charged if Equipment is Not Repaired or

Replaced through Mid-America Pump



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, April 1st, 2024 at 2:00 p.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: Rebuild of a Byron Jackson vertical turbine effluent pump

Please label the envelope: Crowder WW Pump Bid Opening April 1, 2024 @ 2 :00 p.m.

Questions concerning the specifications and bidding procedure should be directed to Ken Brady, Alliance Local Manager, at the following address/phone: 417-451-8080, 15318 Kentucky Rd., Neosho, MO 64850.

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

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

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

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

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

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

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Rebuild of a Byron Jackson vertical turbine effluent pump

Project Scope:

- 1ea - New 14M Fairbanks/Pentair bowl assembly
- 2ea - new column pipes (so the length of the overall pump is correct)
- 1ea - new column pipe coupling
- 2ea - new SS line shafts
- 1ea - new brass retainer with rubber bushing
- 3ea - new line shaft couplings
- 1ea - packing box bushing
- 1ea - set of packing
- 1ea - new WPEVHS60-18-364TP-16.5 Worldwide 60HP 1800RPM motor
- 1ea - new motor shaft, adjusting nut, key and screw
- Labor to tear down and inspect; determine lengths needed for column pipes and line shafts so overall length of the unit is correct; clean parts being reused; paint with potable epoxy paint; assemble and touch up paint unit
- Deliver to the job site
- Truck and MLS charges
- Freight

The City of Neosho reserves the right to refuse any bid and/or accept the bid considered most responsible.

Note:

This bid should include the start and completion date for this project.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-23: GoTo Phone System Service Contract

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-23 Contract w GoTo telecommunications for Citywide Phone Services
 2. City of Neosho_GoTo Order Form 29 March 2024 (mod Gov Ed Add attached and SIGNED)
-

PURPOSE:

The purpose of this item is to gain the council's authorization for the mayor to sign a contract with GoTo for city facilities phone service.

BACKGROUND:

The council accepted GoTo's bid for phone service for the city facilities at the March 19, 2024, City Council meeting. This contract is a five-year agreement with GoTo for these services.

RECOMMENDATION:

Staff recommends the council authorizes the mayor's signature.

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL



GoTo Communications, Inc.
333 Summer Street, 5th Floor
Boston, MA 02210-1702

ORDER FORM**CONTACT INFORMATION.**

Customer: City of Neosho Address: 203 E Main St, Neosho, MO United States, 64850 Main Contact: George Moody Email: gmoody@neoshomo.gov Phone: +14174518050101 VAT/TVA/ABN Number:	GoTo Representative: Name: Travis Gilbert Email: travis.gilbert@goto.com Phone: Fax: QUOTE OR OID #: Q-826984 UID #: Opp ID #: 2401297411724 Quote Date: 03-16-2024 Quote Expiration Date: 03-29-2024
--	--

TERM & BILLING INFORMATION.

Payment Method: Credit Card Term & Billing Frequency: Annual Annual
--

AGREEMENT.

<i>This Order Form is governed by the terms of the Terms of Service found at https://www.goto.com/company/legal/terms-and-conditions including the attached U.S. Government Addendum to the Terms of Service; The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the GoTo Service Descriptions.</i>
--

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply: Notwithstanding anything to the contrary in our Terms of Service, you may, for the earlier of the first thirty (30) days after signature of this Order or when you request shipment of any hardware, terminate your GoTo Connect Services upon written notice. In such event, the GoTo Connect Services in this order will be terminated without further liability and we will provide you a pro rata refund of any prepaid, unused Services fees.
--

Purchase Order Process:

If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: City of Neosho		If Billing Contact is different than above, please provide: Billing Address: Billing/Invoicing Contact: Telephone: Email:
Signature:		
Name:		
Title:	Customer Authorized Signatory	
Date:		

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed					
Service Start Date		03-16-2024		Billing Start Date	05-15-2024
Number of Free Months		2		First Invoice Date	06-01-2024
Contract End Date		03-31-2029			

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	Jive Price	Total
Professional Services - Per Seat GTC Managed Install (Over 50 Licenses)	79	USD 50.00	USD 50.00	USD 0.00	USD 0.00
Voice Number DID Port - Configuration Fee	73	USD 5.00	USD 5.00	USD 0.00	USD 0.00
Yealink T33G SIP phone w/power supply	73	USD 119.00	USD 119.00	USD 0.00	USD 0.00
Yealink T54W IP Phone w/Power Supply	6	USD 294.00	USD 197.90	USD 96.10	USD 576.60
Cisco ATA 192	5	USD 294.47	USD 170.69	USD 123.78	USD 618.90
Yealink EXP50 (Expansion)	6	USD 105.00	USD 0.00	USD 105.00	USD 630.00
Taxes and Fees:					USD 143.30
TOTAL AMOUNT:					USD 1,968.80

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
GoToConnect Standard	60	79	USD 24.00	USD 12.05	USD 11.95	USD 944.05
Conference Device User- Monthly Service	60	1	USD 29.95	USD 18.00	USD 11.95	USD 11.95
Interconnected VoIP, Low Usage - Monthly Charge	60	5	USD 12.95	USD 3.00	USD 9.95	USD 49.75
Voice - Standard DID - Monthly Charge	60	73	USD 5.00	USD 4.75	USD 0.25	USD 18.25
Taxes and Fees:						USD 202.96
TOTAL AMOUNT:						USD 1,226.96



PURCHASE ORDER CONFIRMATION FORM

Please select an option below (selecting only one):

☐

1) My company has already raised a purchase order document and is providing it along with this signed order form

☐

2) My company does not issue purchase orders

☐

3) In Lieu of my company's standard purchase order and

- Have obtained all necessary approvals to release funds for this purchase and
- Confirm the relevant invoice(s) can be paid without a reference to a purchase order number

☐

4) My company has a standard purchase order and is unable to provide it right now. As a result,

- Will send the approved purchase order to GoTo within **4 business days** of signature date below.

CUSTOMER LEGAL NAME:

City of Neosho

Invoice To/Bill To ADDRESS

203 E Main St, Neosho, MO United States, 64850

Billing Contact: George Moody

Billing Phone: +14174518050101

Billing Email: gmoody@neoshomo.gov

Please ensure the Invoice To/Bill To Address in addition to the Billing Contact information above is accurate. If not, please ensure to reach out to your GoTo Sales contact and provide correct billing information.

You agree to pay the contracted Total Price as per GoTo Quote or OID Reference Number: Q-826984



U.S. GOVERNMENT/EDUCATION LICENSEE ADDENDUM TO TERMS OF SERVICE

This U.S. Government/Educations Licensee Addendum forms part of the GoTo Terms of Service (the "Terms"), which are available at <https://www.goto.com/company/legal/terms-and-conditions>. Capitalized terms used in this Addendum that are not defined herein shall have the meanings given in the Terms. This Addendum may apply to government agencies and public education institutions located in the United States. We acknowledge that statutes and regulations may sometimes require limitations to standard commercial software license agreements causing some provisions to become ineffective and inoperative, such as indemnities, commitments of funds from future appropriation years, dispute resolution, jurisdiction and the right to stop work. In such instances, GoTo acknowledges that the Terms shall be superseded where, and to the extent, required by applicable law and regulation. More specifically, the sections of the Terms that may be added or superseded, in part or in whole, by such laws and regulations include:

1. **Section 3.1. Term** shall be amended to remove any reference to "automatic renewal."

2. **Section 3.5. Termination for Convenience** shall be added to the Terms and state the following:

Customer may elect to terminate Customer's subscription and use of the Service at any time, for any reason or for no reason including for non-appropriations, at Customer's convenience. However, Customer understands and agrees that in the event of such a termination for convenience, Customer shall not be entitled to receive any refund or pardon or any amounts paid or payable to GoTo.

3. **Section 7. Indemnification** shall be deleted to remove any reference to "Indemnification" obligations of the Customer.

4. **Section 9.14. Contracting Party, Choice of Law and Location for Resolving Disputes** shall be revised to designate the Customer's residing state of Missouri as the applicable choice of law, and Newton County Missouri as the place for venue; GoTo's contracting party will be GoTo Communications, Inc.

5. **Section 9.15. US Government Users** shall be added to the Terms and state the following: The Services, software, websites, and written documentation provided by GoTo qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All Government users acquire the Services, software, websites, and written documentation provided by GoTo with only those rights herein that apply to non-governmental customers. Use of either the Services, software, websites, written documentation provided by GoTo, or any combination thereof constitutes agreement by the Government that the Services, software, websites, and written documentation provided by GoTo are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

For the avoidance of doubt, nothing in the Terms or this Addendum shall provide GoTo with any rights to publicly reference or otherwise utilize Customer's name or logo for marketing purposes.

CUSTOMER: _____

By: _____
Authorized Signatory for Customer

Name: _____

Title: _____

Address: _____

Effective Date: March 29, 2024

GoTo:

DocuSigned by:
Claire Bergen
636A5DA36AED4D2...

By: _____
Authorized Signatory for GoTo

Name: Claire Bergen

Title: Deputy General Counsel

Address: 333 Summer Street, 5th Floor,
Boston, MA 02210

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-24: Voluntary Annexation of 1420 N Business 49 (Neosho Storage LLC)

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-24 Annexation of 1420 Bus. 49
 2. 1420 N Business 49 (Neosho Storage) Deed Annexation
 3. Neosho Daily News Ads
-

PURPOSE:

The purpose of this item is to formally annex the property located at 1420 N Business 49 (Neosho Storage LLC) into the city limits of Neosho.

BACKGROUND:

The owner of the property located at 1420 N Business 49 voluntarily requested to be annexed into the Neosho city limits. Noticed was published, and a public hearing was held during the March 19, 2024, meeting of the City Council. There were no public comments made at that hearing.

RECOMMENDATION:

Staff recommends that the City Council accept annexation of 1420 N Business 49 into the city limits.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of certain tracts of land, as petitioned by owner of real property to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

WHEREAS, there has been presented to the City of Neosho, Missouri, a verified Petition of all fee owners seeking annexation of the land described herein; and

WHEREAS, after having held a public hearing upon such request, not sooner than fourteen (14) nor later than sixty (60) days after receipt of said request, after first having given seven (7) days public notice in The _____, a newspaper having general circulation within the City of Neosho, Missouri, of the proposed annexation; and after having a hearing before the City Council of the City of Neosho, Missouri held on March 19, 2024, the Council, by Motion, determined that it wished to proceed with the annexation of said tract of land; and

WHEREAS, fourteen (14) days have elapsed since the holding of such public hearing and no sufficient written objection has been received; and

WHEREAS, it has been determined that said annexation is in the best interests of the City of Neosho, Missouri, and that the City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.

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

Section 1. That the following described area of land is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

SEE LEGAL DESCRIPTION AS SHOWN IN THE ATTACHED VOLUNTARY
PETITION FOR ANNEXATION

Section 2. That the City Clerk is hereby authorized and directed to file three (3) certified copies of this Ordinance with the Newton County Clerk.

Section 3. This annexation shall be effective fifteen (15) days after final passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of ____ YES and ____ NO.

{Signatures on Next Page.}

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 40214

THIS DEED, made and entered into this 15th day of April, 2021, by and between

GRANTOR: GLENDON A. HONEYCUTT and KAREN K. HONEYCUTT, husband and wife and GALE B. ELIS and SHEILA L. ELLIS, husband and wife
of the county of Newton, State of Missouri, party or parties of the first part and

GRANTEE: NEOSHO STORAGE LLC

ADDRESS: P.O. Box 337, Neosho Mo 64850
of the county of Newton, State of Missouri, party or parties of the second part.

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

Tract 1:

All of Lots 1 and 2 of Community Subdivision in Newton County, Missouri.

Tract 2:

All of Lot 3 of Community Subdivision in Newton County, Missouri.

Tract 2a:

TOGETHER and with a non-exclusive easement for ingress and egress over and across the East 35 feet of Lot 2 of Community Subdivision and the West 25 feet of the two tracts described as follows: (a) A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, described as follows: commencing at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 0°08'45"East along the West line of said Northeast Quarter of the Northwest Quarter 928.10 feet; thence continuing North 0°08'45"East 132.58 feet to the point of beginning, thence South 89°47'40"East 150 feet; thence North 0°08'45"East 189 feet to the South right of way line of U.S. Highway Route 71; thence North 89°47'40"West along said South line of Highway 150 feet; thence South 0°08'45"West 189 feet to the point of beginning AND (b) A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, described as follows: commencing at the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 0°08'45"East along the West line of said Northeast Quarter of the Northwest Quarter 928.10 feet to the point of beginning; thence South

89°54'45"East 133.89 feet; thence North 00°11'25"East 132.31 feet; thence North 89°47'40"West 133.89 feet more or less to the West line of the West Half of the Northeast Quarter of the Northwest Quarter of said Section 23; thence South 0°08'45"West 132.58 feet to the point of beginning.

Tract 3:

Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof; thence South along the East line of said Quarter 655.61 feet to the place of beginning; thence West 553.45 feet; thence South 327.80 feet; thence East 552.08 feet; thence North 327.80 feet to the place of beginning.

EXCEPT

Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof, thence South along the East line of said Quarter 655.61 feet; thence South 302.80 feet; thence North 89°55'10"West, 401.09 feet to the point of beginning; thence North 00°02'55"East, 302.93 feet more or less to the north line of the tract described in Book 358 at Page 6138 of the Newton County Land Records; thence West 151.56 feet to the Northwest corner of said tract described in Book 358 at Page 6138; thence South 327.80 feet; thence East 150.99 feet; thence North 25 feet to the place of beginning.

Tract 3a:

ALSO including a non-exclusive easement for purposes of ingress and egress over and across the following tracts: beginning 958.41 feet South and 552.08 feet West of the Northeast Corner of the Northwest Quarter of the Northwest Quarter of Section 23, the point of beginning; thence West 726.98 feet to the county road; thence South 50 feet; thence East 726.98 feet to a point directly South of the point of beginning; thence North 50 feet to the point of beginning, AND a tract described as commencing 958.41 feet South and 693.08 feet West of the Northeast corner of the said Northwest Quarter of the Northwest Quarter; thence North 302.80 feet; thence West 50 feet; thence South 302.80 feet to a point West of the point of beginning; thence East 50 feet to the point of beginning, AND a non-exclusive easement for purposes of ingress/egress over and across a tract described as commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 23, thence South 61.66 feet to the South right of way line of U.S. Highway 71; thence West along said South right of way 696.93 feet to existing private road, the true point of beginning; thence South to the North line of the South Half of the Northwest Quarter of the Northwest Quarter; thence West 50 feet; thence North to the South right of way line of US Highway 71; thence East along said right of way 50 feet to the point of beginning.

AND A road easement over the South 25 feet of the following: Part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 25, Range 32, Newton County, Missouri, commencing at the Northeast corner thereof, thence South along the East line of said Quarter 655.61 feet; thence South 302.80 feet; thence North 89°55'10"West, 401.09 feet to the point of beginning; thence North 00°02'55"East, 302.93 feet more or less to the north line of the tract described in Book 358 at Page 6138 of the Newton County Land Records; thence West 151.56 feet to the Northwest corner of said tract described in Book 358 at Page 6138; thence South 327.80 feet; thence East 150.99 feet; thence North 25 feet to the place of beginning.

Tract 4:

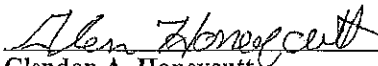
That part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 25, Range 32, in the city of Neosho, Newton County, Missouri, described as: beginning at a point where the East right of way line of New Highway 71 (nka Hwy 175) intersects the South line of said Quarter Quarter Section, thence East along the South line of the Southwest Quarter of the Northwest Quarter 235.10 feet to a point where the West right of way line of Alt Highway 71 (nka Hwy 59) intersects the South line of said Quarter Quarter Section, thence Northerly along the West right of way line of Alt Highway 71 (nka Hwy 59), 213.52 (rec. 218.5) feet to a point agreed upon as a dividing line, thence West at an angle of 114°28' left a distance of 192.8 feet to an iron pin planted approximately 1 foot east of an Oak tree, thence in a Southwesterly direction at an angle of 22°23' left a distance of 94.29 feet to a point on the

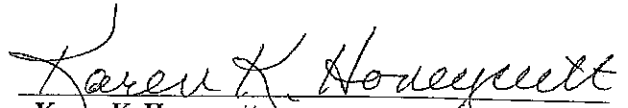
East right of way line of New Missouri Highway 71, (nka Hwy 175), thence Southerly along said East right of way line of said New Highway 192.46 feet to beginning.

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

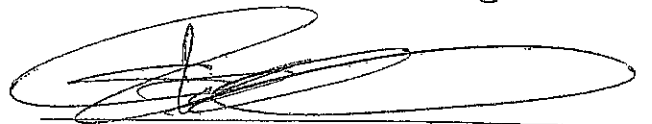
The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2021 and thereafter, and special taxes becoming a lien after the date of this deed.

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


Glendon A. Honeycutt


Karen K. Honeycutt


Gale B. Ellis


Sheila L. Ellis

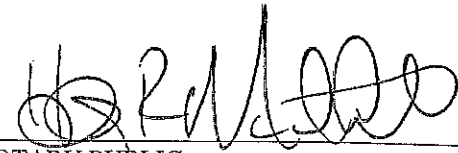
ACKNOWLEDGMENT

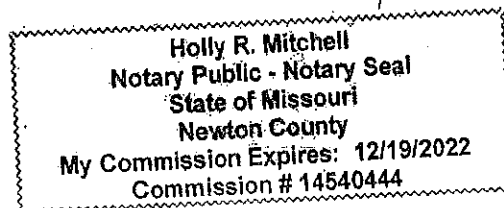
STATE OF MISSOURI)
)SS
COUNTY OF NEWTON)

On this 15th day of April, 2021, before me personally appeared GLENDON A. HONEYCUTT and KAREN K. HONEYCUTT, husband and wife and GALE B. ELIS and SHEILA L. ELLIS, husband and wife to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:


NOTARY PUBLIC



The attached ad was placed run the Neosho Daily News.

Notice of Public Hearing

Tuesday, March 19, 2024, at 7:00pm in the Neosho City Council Chambers during the regular City Council Meeting there will be a public hearing addressing the voluntary annexation of 1420 N Business 49 (Neosho Storage LLC) into the Neosho city limits under C-3 zoning rules.

Inquiries, please contact Richard Leavens, Development Services Director, 417.451.8050.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-27: Engineering Services Agreement with Allgeier, Martin and Associates

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2024-27 Contract w Allgeier, Martin and Assoc for Engineering Services
 2. On Call Engr contract March 2024
-

PURPOSE:

To approve of the agreement with Allgeier Martin and Associates for on-call engineering services.

BACKGROUND:

The city accepted the highest rated RFQ from Allgeier Martin and Associates for on-call engineering services related to the City of Neosho's infrastructure.

RECOMMENDATION:

Staff recommends council approve the presented agreement and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing on-call engineering services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Allgeier, Martin and Associates, Inc., a Missouri Corporation, for the purpose of providing on-call engineering services as necessary and requested by authorized City personnel, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
(Retainer Contract)**

THIS AGREEMENT, made at Neosho, Missouri _____, 2024 between the City of Neosho, Missouri a Missouri municipality, (Owner) and Allgeier, Martin and Associates, Inc., a Missouri corporation, (Engineer);

WITNESSETH:

Whereas, the Owner owns and maintains municipal facilities including potable water, wastewater, stormwater, airport, streets, bridges, buildings and general infrastructure, and Owner desires the Engineer to perform requested engineering services; and

Whereas, the Engineer represents that he has personnel and equipment to perform and agreed engineering services.

Now, therefore, in consideration of the mutual undertakings herein contained, the Owner and the Engineer agree as follows:

ARTICLE I – SERVICES TO BE PERFORMED

Section 1. SERVICES AND WORK STATEMENTS

The Engineer will provide services, including reports, plans, specifications and other documents, as stated in the Work Statements, which may be executed from time to time over the duration of this agreement, and are incorporated herein by reference. Services also include plan reviews, analysis and studies of structures, wastewater systems, water systems, stormwater systems and traffic or other customary Civil Engineering services as requested by the Owner.

Section 2. ADVICE

The Engineer shall advise the Owner by telephone or correspondence at such times and with respect to such engineering problems as the Owner may request, provided advice on such problems can reasonably be given on the basis of the Engineer's knowledge of the Owner's system, studies, maps and other information furnished by the Owner.

Section 3. SITE VISITS

The Engineer shall, at such times as are agreed upon by the Owner and the Engineer, visit the system to inspect construction work and perform such other engineering services in respect of the system as may be requested by the Owner.

Section 4. ADDITIONAL SERVICES

The Engineer shall, upon receipt of reasonable notice from the Owner, promptly furnish such additional engineering services as the Owner may request and the Engineer agrees.

ARTICLE II – COMPENSATION

Section 1. RATES AND CONTRACT TERM

The Owner shall pay the Engineer based on the Engineer's hourly labor and expense rates at the time the service is performed. This agreement shall remain in effect as mutually agreeable by each party. However, this agreement may also be terminated under the terms as indicated in Article IV, Section 13.

The rate schedule attached to the contract covers a time frame from April 1, 2024, through December 31, 2026. If the Engineer's services are needed beyond December 31, 2026, a new rate schedule will be issued for the upcoming

time period. The Owner shall have the option of negotiating the terms of the agreement before renewing the contract containing the new rate schedule. Modification of the agreement shall be made by development of a Supplemental Agreement to this agreement or by execution of a new, revised agreement.

Section 2. INVOICE SUBMITTAL

The Engineer shall submit an invoice monthly, for months in which work was performed, during the term of the Agreement and a final invoice upon completion of Services.

Section 3. PAYMENT

The invoice will be due upon receipt. The Owner agrees to pay the Engineer within 30 days of the invoice date. The Owner agrees to pay the Engineer a late charge of 1.5 percent per month, or the maximum amount allowed by law, if less, on all amounts remaining unpaid, starting on the 30th day following the invoice date. The Owner agrees to assess and pay the late charge without further invoicing from the Engineer.

Section 4. DISPUTES

In the event the Owner questions some element of an invoice, that fact shall be made known to the Engineer immediately. The Engineer will help effect resolution and transmit a revised invoice as necessary. Amounts not questioned by the Owner shall be promptly paid to the Engineer in accordance with the above payment procedures.

Section 5. NONPAYMENT

In the event of nonpayment, the Engineer may discontinue further work and the Owner shall be liable for any collection costs, including reasonable attorney's fees.

ARTICLE III – INSURANCE

Section 1. COVERAGE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- a) Workers' Compensation Insurance in accordance with statutory requirements. Employers' Liability Insurance with a limit of \$100,000 for each occurrence.
- b) Professional Liability Insurance, with a limit of not less than \$2,000,000 annual aggregate.
- c) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- d) Automobile Liability Insurance, with combined single limits of \$1,000,000 for each accident.

Section 2. CERTIFICATES OF INSURANCE

The Engineer shall furnish the Owner certificates of insurance, which shall include a provision that the issuing insurer shall endeavor to give Owner at least 10 days written notice prior to any cancellation thereof.

Section 3. CONSTRUCTION PHASE

If the Services result in a construction phase of the project, Owner will request all Project Contractors to cause Owner and Engineer to be named as additional insureds on their insurance coverage with respect to the Project, and to indemnify and hold harmless Owner and Engineer for said Project Contractors' negligence or fault, or that of their agents, employees or contractors. Owner shall have no liability to the Engineer for the failure of any project contractors or engineers to provide such coverage (waiver).

ARTICLE IV – MISCELLANEOUS

Section 1. STANDARD OF CARE

Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

Section 2. LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations and codes; (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in the referenced documents.

Section 3. OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

Section 4. NON-DISCLOSURE

Engineer agrees not to divulge to third parties, without written consent from OWNER, any confidential or proprietary information obtained from or through OWNER in connection with the performance of the Agreement.

Section 5. REUSE OF DOCUMENTS

All documents, including but not limited to, drawings, specifications and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify and hold harmless Engineer against all claims, losses, damages, injuries and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Section 6. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings and specifications prepared by Engineer as part of the Services shall remain the property of Engineer; provided, however, that Owner shall be provided copies, including electronic copies, for their records and maintenance of the project facilities. Engineer shall also retain its rights in its standard drawing details, specifications, databases, computer software and other proprietary property. Rights to intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Engineer.

Section 7. DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Section 8. WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 9. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 10. SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

Section 11. ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates and subcontractors to assist in the performance of the Services.

Section 12. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

Section 13. TERMINATION

This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

Section 14. NOTICES

Notices given by either party to the other are deemed served if delivered in person at the office of the representative designated below, or such representative subsequently named in writing to act for the respective party, or mailed to the representative, properly stamped with the required postage and addressed to the office of such representative, as follows:

OWNER:

City of Neosho, Missouri
Attn: Mr. David Kennedy
203 East Main
Neosho, MO 64850
Phone : (417) 451-8050
FAX : (417) 451-8065

ENGINEER:

Allgeier, Martin and Associates, Inc.
Attn: Michael Atkinson, P.E.
7231 East 24th Street
Joplin, MO 64804
Phone : (417) 680-7200
FAX: (417) 680-7300

Section 15. CONSEQUENTIAL DAMAGES

Neither party shall not be liable to the other for any special, indirect or consequential damages not reasonably contemplated or foreseeable by both parties at the time of contracting for the particular Services at issue.

Section 16. SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Agreement, or if this Agreement is terminated for any reason, those provisions of this Agreement that naturally would be considered to survive this Agreement shall do so, including but not limited to Article 4, Sections 5 and 6.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

**CITY OF NEOSHO
NEOSHO, MISSOURI**

By: _____

ATTEST:

Name: _____

Date: _____

ALLGEIER, MARTIN and ASSOCIATES, INC.

By: _____

ATTEST:

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

Date: _____

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE 2024, 2025 and 2026

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2024	01/01/2025	01/01/2026
	thru <u>12/31/2024</u>	thru <u>12/31/2025</u>	thru <u>12/31/2026</u>
Principal/Engineer VI	\$289	\$302	\$316
Principal/Engineer V	\$257	\$269	\$281
Principal/Engineer IV	\$233	\$243	\$254
Principal/Engineer III	\$215	\$224	\$234
Project Manager/Engineer II	\$190	\$199	\$208
Project Manager/Engineer I	\$173	\$181	\$189
Technician IV	\$157	\$164	\$172
Technician III/GIS Specialist	\$157	\$164	\$172
Technician III	\$133	\$139	\$145
Technician II	\$119	\$125	\$130
Technician I	\$112	\$118	\$123
Two-Man GPS Survey Crew	\$220	\$230	\$241
One-Man GPS Survey Crew	\$173	\$181	\$189
Three-Man Survey Crew	\$240	\$251	\$262
Two-Man Survey Crew	\$190	\$199	\$208
Registered Land Surveyor II	\$203	\$212	\$222
Registered Land Surveyor I	\$179	\$187	\$195
Survey Crew Member	\$91	\$95	\$99
Right of Way Specialist	\$139	\$145	\$152
Project Representative III	\$133	\$139	\$145
Project Representative II	\$119	\$125	\$130
Project Representative I	\$110	\$115	\$120
Secretary/Assistant	\$91	\$95	\$99
Print Specialist	\$91	\$95	\$99

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

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Bill No. 2024-29: Surplus City Vehicles and Heavy Equipment

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2024-29 Surplus Vehicles and Equipment

PURPOSE:

Surplus equipment no longer needed by the City of Neosho.

BACKGROUND:

This equipment has been replaced by newer equipment and is ready for sealed bids or auction to be sold.

RECOMMENDATION:

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

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

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

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

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

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

2002 Kubota L2950---L2950D-51128 - Parks
Military Crane Truck Serial # 67125 - WW
1995 Kubota M4700---- M470-70197 – Golf
2009 Chevy 1 ton---1GBJC74K69E105582
2007 John Deere backhoe---T0310SJ158462 - PW
1972 Ford 3000 Tractor - WW
2012 Ford 1 ton---- 1FDRF3GT2CEB65551 - WW

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2024 by a vote of _____ YES and _____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-15: Assignment of Real Estate - 503 Park Street

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2024-15 Assignment of Real Estate Contract -503 Park Street
 2. 503 Park Street
-

PURPOSE:

Request to approve the real estate purchase of 503 Park Street.

BACKGROUND:

Council approved the purchase of 503 Park Street for storm water improvements project. This resolution is the contract for this property sale.

RECOMMENDATION:

Staff requests Council to approve Resolution Bill No. 2024-15.

Resolution Bill No. 2024-15

A RESOLUTION approving a Real Estate Purchase Contract between the City of Neosho, Missouri and MOSER ENDEAVORS, LLC, a Missouri limited liability company, for the purchase of certain real property located in the City of Neosho.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, and its residents for the City to acquire certain real property located in the City for future use by the City; and

WHEREAS, the City of Neosho and Moser Endeavors, LLC agreed to enter into a Real Estate Purchase Contract for the City to purchase and acquire from Moser Endeavors, LLC said real property.

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

Section 1: The City of Neosho, Missouri, hereby approves the Real Estate Purchase Contract by and between the City of Neosho and Moser Endeavors, LLC, with a Purchase Price to be the sum of ONE HUNDRED AND TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$102,500.00), 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 City Manager shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho.

Section 3. That the City Manager is hereby authorized and directed to close the purchase of property described therein, in accordance with said contract, and to execute all necessary documents to effectuate the same.

Section 4: This Resolution shall be in full force upon April 2nd, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April 2nd, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CITY OF NEOSHO, MISSOURI
REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into by the City of Neosho, Missouri (City) and **MOSER ENDEAVORS, LLC**, a Missouri limited liability company, (Owner).

WITNESSETH:

WHEREAS, Owner owns the following described property located in Newton County, Missouri;

Part of Lot 15 in Clapper's Subdivision in the City of Neosho, Newton County, Missouri, described as beginning at the Northwest Corner of Lot 15, thence South along and with the West line of Lot 15, 105 feet, thence East parallel with the North line of Lot 15, 72 feet, thence North parallel to the West line 105 feet, thence West along the North line to the point of beginning.

WHEREAS, City has agreed with Owner to purchase said property; and

WHEREAS, Owner is agreeable to conveying said property to City.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

1. CONSIDERATION: The consideration for the conveyance is **102,500.00** Dollars (\$), and Owner will deliver to City a properly executed and acknowledged General Warranty Deed for use in securing payment of the purchase price. The purchase price is to be delivered to Owner by City, subject to relocation of the existing tenant of the property, in the form of a check made payable as follows:

REMOVING HVAC SYSTEM & GRANITE COUNTERTOPS.

2. POSSESSION OF PROPERTY: Owner hereby agrees to vacate and give peaceable possession of said above-described property to City upon payment of the consideration specified in CONSIDERATION paragraph above, by City to Owner. Owner hereby waives all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that City may institute all necessary legal proceedings to obtain possession of the property at any time after City becomes entitled to possession of said property under this agreement.

3. DISCLOSURE OF HAZARDOUS SUBSTANCES ON PROPERTY ACQUIRED: Owner represents that to the best of Owner's knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Owner's ownership or during previous ownerships at least insofar as the Owner has observed or

have been informed. In the alternative, if Owner has knowledge of any of the aforementioned events occurring on the subject property, that information is set out below. If at any time during the period between the execution of this Agreement and the closing thereof, Owner has actual knowledge of, learns of, or has a reason to believe that any of the aforementioned events occurred on the subject property, Owner shall give notice to City immediately. This Agreement is conditional upon full disclosure of any such information by Owner.

3A. RIGHT OF ENTRY FOR ENVIRONMENTAL ASSESSMENT OF PROPERTY:

If applicable, within forty-five (45) days after the final execution of this Agreement, City shall have the right, at City's cost, to inspect the property. City or City's consulting engineer may enter the premises, upon reasonable notice to Owner, to conduct an environmental assessment, and, if applicable, review Owner's environmental permits, reports and related documents and plans. Based on said assessment, City will determine if there are conditions which would create liability for removal or correction or interfere with City's intended use of the property.

4. TERMINATION: City may, at its discretion, void this Agreement if Owner reveals the existence of hazardous substances on the property or if an environmental assessment reveals environmental contamination subjecting the property to costs of removal or remediation under state or federal law.

5. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

6. PRORATION OF TAXES: City agrees to reimburse Owner a pro rata portion of the real estate taxes for the year in which the property is transferred to City. Reimbursement is to be based on the whole number of months City owns the property and the percentage of total taxes applicable to the property acquired by City. City will make calculation and reimbursement after Owner furnishes a copy of the paid tax receipt.

7. IMPROVEMENTS ACQUIRED - TO BE REMOVED BY CITY: All buildings, equipment, or appurtenances located on the above described property shall become the property of City upon completion of this Agreement whether or not such buildings, equipment or appurtenances are described in the deed of conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

CITY OF NEOSHO, MISSOURI


BY: David Kennedy

TITLE: City Manager

Executed by City this 13th day of MARCH, 2024.

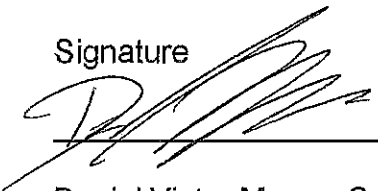
MOSER ENDEAVORS, LLC, a Missouri limited liability company

Signature

Address

Phone No.

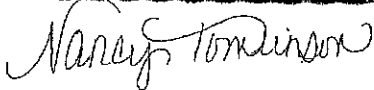
(4175297804)


17752 Elder Rd Diamond MO, 64840

Daniel Victor Moser, Organizer

First owner executed on the 13th day of March, 2024.





REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-16: Assignment of Real Estate - 505 Park Street

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2024-16 Assignment of Real Estate Contract -505 Park Street

PURPOSE:

Request to approve the real estate purchase of 505 Park Street.

BACKGROUND:

Council approved the purchase of 505 Park Street for storm water improvements project. This resolution is the contract for this property sale.

RECOMMENDATION:

Staff requests Council to approve Resolution Bill No. 2024-16.

Resolution Bill No. 2024-16

A RESOLUTION approving a Real Estate Purchase Contract between the City of Neosho, Missouri and NANCY S. COPELAND, a single person, for the purchase of certain real property located in the City of Neosho.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, and its residents for the City to acquire certain real property located in the City for future use by the City; and

WHEREAS, the City of Neosho and Nancy S. Copeland agreed to enter into a Real Estate Purchase Contract for the City to purchase and acquire from Nancy S. Copeland said real property.

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

Section 1: The City of Neosho, Missouri, hereby approves the Real Estate Purchase Contract by and between the City of Neosho and Nancy S. Copeland, with a Purchase Price to be the sum of ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$155,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the City Manager shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho.

Section 3. That the City Manager is hereby authorized and directed to close the purchase of property described therein, in accordance with said contract, and to execute all necessary documents to effectuate the same.

Section 4: This Resolution shall be in full force upon April 2nd, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April 2nd, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

CITY OF NEOSHO, MISSOURI
REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into by the City of Neosho, Missouri (City) and **NANCY S. COPELAND**, a single person, (Owner).

WITNESSETH:

WHEREAS, Owner owns the following described property located in Newton County, Missouri;

That part of Lot 15 in Clapper's Subdivision in Neosho, Newton County, Missouri, described as the North 105 of said Lot 15, **EXCEPT** that portion described as beginning at the Northwest Corner of said Lot 15, thence South along and with the West line of said Lot 105 feet, thence parallel with the North line thereof 72 feet, thence North parallel with the West line to the North line of said Lot, thence West along the North line 72 feet to the point of beginning.

WHEREAS, City has agreed with Owner to purchase said property; and

WHEREAS, Owner is agreeable to conveying said property to City.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

1. CONSIDERATION: The consideration for the conveyance is 155,000.00 Dollars (\$), and Owner will deliver to City a properly executed and acknowledged General Warranty Deed for use in securing payment of the purchase price. The purchase price is to be delivered to Owner by City, subject to relocation of the existing tenant of the property, in the form of a check made payable as follows:

Nancy S. Copeland

2. POSSESSION OF PROPERTY: Owner hereby agrees to vacate and give peaceable possession of said above-described property to City upon payment of the consideration specified in CONSIDERATION paragraph above, by City to Owner. Owner hereby waives all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that City may institute all necessary legal proceedings to obtain possession of the property at any time after City becomes entitled to possession of said property under this agreement.

3. DISCLOSURE OF HAZARDOUS SUBSTANCES ON PROPERTY ACQUIRED: Owner represents that to the best of Owner's knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Owner's

ownership or during previous ownerships at least insofar as the Owner has observed or have been informed. In the alternative, if Owner has knowledge of any of the aforementioned events occurring on the subject property, that information is set out below. If at any time during the period between the execution of this Agreement and the closing thereof, Owner has actual knowledge of, learns of, or has a reason to believe that any of the aforementioned events occurred on the subject property, Owner shall give notice to City immediately. This Agreement is conditional upon full disclosure of any such information by Owner.

3A. RIGHT OF ENTRY FOR ENVIRONMENTAL ASSESSMENT OF PROPERTY:

If applicable, within forty-five (45) days after the final execution of this Agreement, City shall have the right, at City's cost, to inspect the property. City or City's consulting engineer may enter the premises, upon reasonable notice to Owner, to conduct an environmental assessment, and, if applicable, review Owner's environmental permits, reports and related documents and plans. Based on said assessment, City will determine if there are conditions which would create liability for removal or correction or interfere with City's intended use of the property.

4. TERMINATION: City may, at its discretion, void this Agreement if Owner reveals the existence of hazardous substances on the property or if an environmental assessment reveals environmental contamination subjecting the property to costs of removal or remediation under state or federal law.

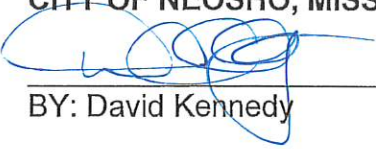
5. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

6. PRORATION OF TAXES: City agrees to reimburse Owner a pro rata portion of the real estate taxes for the year in which the property is transferred to City. Reimbursement is to be based on the whole number of months City owns the property and the percentage of total taxes applicable to the property acquired by City. City will make calculation and reimbursement after Owner furnishes a copy of the paid tax receipt.

7. IMPROVEMENTS ACQUIRED - TO BE REMOVED BY CITY: All buildings, equipment, or appurtenances located on the above described property shall become the property of City upon completion of this Agreement whether or not such buildings, equipment or appurtenances are described in the deed of conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

CITY OF NEOSHO, MISSOURI


BY: David Kennedy

TITLE: City Manager

Executed by City this 23RD day of MARCH, 2024.

Signature

Address

Phone No.

Nancy S Copeland 605 JMK 4174561888

Nancy S. Copeland

First owner executed on the 31 day of March, 2024.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-17: Adopting a Duplication of Benefits Policy for CDBG (DR) Grants

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Resolution - Neosho - CDBG - Duplication of Benefits Resolution
 2. Duplication of Benefits Policy
-

PURPOSE:

The purpose of this item is to adopt the Duplication of Benefits Policy for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program, which aims to prevent the receipt of duplicate benefits for the same disaster-related expenses, ensuring compliance with federal regulations and efficient use of grant funds.

BACKGROUND:

The City and the Harry S Truman Coordinating Council are currently working to present a series of project proposals to the Missouri Department of Economic Development CDBG Disaster Recovery grant program. These grants provide funds to the city for infrastructure to mitigate future events and help in recovery from past events. Specifically, the 2017 flooding event in Neosho.

RECOMMENDATION:

Staff recommends that the City Council accepts this resolution and authorizes the mayor to sign.

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, ADOPTING A DUPLICATION OF BENEFITS POLICY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY (CDBG-DR) PROGRAM.

WHEREAS, the City of Neosho, Missouri, recognizes the importance of complying with federal regulations and guidelines in the administration of grants, particularly the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program administered by the Missouri Department of Economic Development (MO DED); and

WHEREAS, the City of Neosho acknowledges the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the need to prevent duplication of benefits under the CDBG-DR Program; and

WHEREAS, the City of Neosho seeks to ensure the proper administration of CDBG-DR funds and adherence to federal requirements by establishing a clear policy regarding the identification and repayment of duplicated benefits;

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

Section 1: The City of Neosho, Missouri, hereby adopts the attached Duplication of Benefits Policy, a true and accurate copy of said Policy being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2: These policies and procedures are subject to change upon approval by the City Council of the City of Neosho, Missouri.

Section 3: This Resolution shall be in full force upon April , 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2024, by a vote of ____ yes, ____ no.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

City of Neosho Duplication of Benefits Policy

1. Adoption of Duplication of Benefits Policy

The City of Neosho hereby adopts the Duplication of Benefits Policy for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program, which aims to prevent the receipt of duplicate benefits for the same disaster-related expenses, ensuring compliance with federal regulations and efficient use of grant funds.

2. Authorization to Implement Policy

The Mayor and relevant city officials are hereby authorized to take all necessary actions to implement and enforce the Duplication of Benefits Policy, including the execution of any agreements or documents required for compliance with federal regulations.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-18: Intent to Seek MoDED CDBG (DR) Funding

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Res. Bill No. 2024-18 CDBG to Apply (general)

PURPOSE:

The purpose of this item is to gain the council's approval for the mayor to sign a resolution authorizing Harry S Truman Coordination Council to prepare and submit documents necessary in applying for funding for MO CDBG Disaster Recovery grants and to allow the Mayor and/or City Manager to execute all necessary documents to effectuate the same.

BACKGROUND:

The City and HSTCC is submitting documents to the MO DED CDBG Disaster Recovery grant program in an effort to gain funding for several proposals. This resolution permits the City and HSTCC to submit various grant proposals/applications under this program. It also permits the Mayor or City Manager to sign documents necessary to make these applications.

RECOMMENDATION:

Staff recommends that the Council authorizes the Mayor's signature.

Resolution Bill No. 2024-18

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM AND AUTHORIZING THE HARRY S TRUMAN COORDINATING COUNCIL TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective "the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;" and

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives; and

WHEREAS, The Missouri Department of Economic Development is designated to award Community Development Block Grant Funding ("CDBG") under Title I; and

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program; and

WHEREAS, the City desires to submit application(s) for funding to the CDBG program and the proposed project(s) will meet local codes and applicable zoning requirements.

WHEREAS, the City desires to designate the City Manager to execute all application documents on behalf of the applicant in addition to the Chief Elected Official.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri, that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Harry S Truman Coordinating Council is hereby authorized to prepare and submit documents on behalf of the City which are necessary in applying for funding for MO CDBG Disaster Recovery grants and to allow the Mayor and/or City Manager to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2024, by a vote of ____ yes, ____ no.

{Signatures on Next Page.}

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-19: MIRMA

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Resolution Bill No. 2024-19 Neosho - MIRMA RFQ

PURPOSE:

Authorization to continue with MIRMA (Missouri Intergovernmental Risk Management Association) as the city's property, liability and work comp insurance.

BACKGROUND:

During the March 19th Council Meeting, council approved the RFQ from MIRMA for property, liability and work comp insurance. This is a resolution to move forward with those services.

RECOMMENDATION:

Staff requests council to approve Resolution Bill No. 2024-19.

Resolution Bill No. 2024-19

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, FOR CONTINUATION IN MEMBERSHIP OF THE MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION AND APPROVING THE CONTINUATION OF MEMBERSHIP ASSESSMENT AND THE FORM OF DOCUMENTS NECESSARY TO THAT END.

WHEREAS, on November 17, 2015, the City Council for the City of Neosho, Missouri, approved on final passage Bill No. 2015-793 and adopted Ordinance No. 44-2015 authorizing execution of documentation necessary for the City to join the Missouri Intergovernmental Risk Management Association (“MIRMA”) and appropriation for required assessments for said membership; and

WHEREAS, having published notice for request for qualifications from providers of risk management protections services and coverage for such same, the City Council has determined continuation of membership under MIRMA is in the best interest of the citizens of the City of Neosho.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri, that it desires to continue membership in the Missouri Intergovernmental Risk Management Association (“MIRMA”).

THEREFORE, BE IT FURTHER RESOLVED, that the assessments for such membership are hereby deemed approved.

BE IT FURTHER RESOLVED, the City Manager is hereby authorized to direct preparation and submission of documents necessary for continuation of said membership under MIRMA and to allow the Mayor and/or City Manager to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2024, by a vote of ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

Resolution Bill No. 2024-19

CITY SEAL

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Resolution Bill No. 2024-20: Irrevocable Trust Charles Schwabb

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2024-20 Irrevocable Trust for Louis G. Holland

PURPOSE:

To update the trust in the name of Louis G. Holland as presented.

BACKGROUND:

The City of Neosho is named as a qualified remainder beneficiary under the Amendment and Restatement of Louis G. Holland Trust dated January 1, 1991. The Trust names Edward Jones Trust Company and two (2) individuals as successor trustees for Beneficiaries under the Trust desire to accept the resignation of the current successor trustee and to name Charles Schwab Trust Company ("CSTC") to be appointed successor trustee.

RECOMMENDATION:

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

Resolution Bill No. 2024-20

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, APPROVING A NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF NEOSHO AND THE INTERESTED PERSONS UNDER THE AMENDMENT AND RESTATEMENT OF LOUIS G. HOLLAND TRUST FOR APPOINTMENT OF SUCCESSOR TRUSTEE.

WHEREAS, the City of Neosho is named as a qualified remainder beneficiary under the Amendment and Restatement of Louis G. Holland Trust dated January 1, 1991 as amended (“Trust”); and

WHEREAS, Article VI of said Trust names Edward Jones Trust Company and two (2) individuals as successor trustees for said Trust; and

WHEREAS, the Beneficiaries under the Trust desire to accept the resignation of the current successor trustee and to name Charles Schwab Trust Company (“CSTC”) to be appointed successor trustee.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri, that it the Non-Judicial Settlement Agreement appointing CSTC as successor trustee, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2024, by a vote of ____ YES and ____ NO.

CITY OF NEOSHO, CITY COUNCIL

Mayor

APPROVED:

ATTEST:

City Attorney

City Clerk

CITY SEAL

Resolution Bill No. 2024-20

_____ **TRUST**

NON-JUDICIAL SETTLEMENT AGREEMENT

THIS AGREEMENT (“the Agreement”) is made and entered into as of the Effective Date (as defined below) by and among the Parties, consisting of the Interested Persons as defined and identified below.

WHEREAS, _____ as Trustors created the _____ (“Trust Agreement”).

WHEREAS, _____ died on _____ at which time the _____ Trust became irrevocable.

WHEREAS, _____ is the sole current beneficiary of the Trust.

WHEREAS, _____ is serving as the current trustee of the Trust.

WHEREAS, the Trust is situated in Nevada and the administration of the Trust is governed by the laws of the State of Nevada.

WHEREAS, pursuant to NRS 164.940, all Interested Persons of a Trust may enter into a binding Non-Judicial Settlement Agreement with respect to matters involving a trust provided that the matters agreed to do not violate a material purpose of the Trust and do not include terms and conditions that could not be properly approved by the court.

WHEREAS, NRS 132.185 provides that an Interested Person means a person whose right or interest under any estate or trust that may be materially affected by a decision of a fiduciary or a decision of the court.

WHEREAS, the Interested Persons, as the term is defined by NRS 132.185. of the Trust consist of the beneficiaries identified on Exhibit “A” attached hereto (the “Beneficiaries”) and the Trustee (the beneficiaries identified on Exhibit “A” and the Trustee shall constitute the “Interested Persons” or shall sometimes be referred to as the “Parties”). For purposes of this Agreement and the acceptance and adoption of the terms and conditions herein set forth, the Charles Schwab Trust Company (“CSTC”) shall execute this Agreement as the Trustee of the Trust, and all the Parties agree to accept CSTC’s authority to legally bind the Trust to this Agreement and acknowledge that such execution by CSTC shall be binding upon the Trust and all Parties hereto.

WHEREAS, by this Agreement, the Beneficiaries desire to (i) accept the resignation of _____ as Trustee of the Trust, (ii) designate and appoint CSTC as the Successor Trustee of the Trust; and (iii) to modify the Trust to incorporate certain trustee powers and effect other changes so as to enable CSTC to serve as Trustee of the Trust.

WHEREAS, the Beneficiaries desire that the Charles Schwab Trust Company Standard Trust Provisions as provided in Exhibit “B” of this Agreement be incorporated as part of the Trust Agreement.

WHEREAS, the Parties agree and unanimously stipulate that the addition of the Charles Schwab Trust Company Standard Provisions as provided in Exhibit “B” to this Agreement would not violate a material purpose of the Agreement and does not include terms and conditions that could not be properly approved by the court.

WHEREAS, the Parties agree that the administration of the Trust would be enhanced by the addition of the Charles Schwab Trust Company Standard Trust Provisions in Exhibit “B”.

WHEREAS, pursuant to NRS 164.038, consent may be given on behalf of a beneficiary who is a minor, incapacitated or unborn, or whose identity or location is unknown or not reasonably ascertainable (“Represented Beneficiary”), by a representative who has a substantially similar interest with respect to the matters addressed in this Non-Judicial Settlement Agreement, and who has no material conflict of interest between the representative and such beneficiary with respect to the matters addressed therein.

WHEREAS, the Trustee agrees to enter into this Agreement with the consent and release of the Beneficiaries, including consents and releases made by parental representatives and representatives having substantially similar interests pursuant to NRS 164.038.

WHEREAS, this Agreement shall be effective while the Charles Schwab Trust Company (“CSTC”) serves as Trustee and if CSTC shall resign or is removed from the office of trustee, then this Agreement shall have no further applicability to the Trust after the date which CSTC resigns or is removed from the office of trustee, provided that this Agreement and the Charles Schwab Trust Company Standard Trust Provisions in Exhibit “B” shall continue to be applicable to CSTC’s actions while CSTC served as the Trustee and in addition shall continue to govern the relationship between CSTC and the Beneficiaries (i.e. waiver of accounting provisions, selection of forum provisions and the release and indemnification provisions).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. All of the above recitals are hereby incorporated into and made part of this
2. _____ has resigned as Trustee of the Trust as of the Effective Date, and the Beneficiaries hereby accept such resignation, to become effective as of the Effective Date. See attached Exhibit _____.
3. CSTC is hereby designated and appointed as the Successor Trustee of the Trust, all as of the Effective Date. For purposes of this Agreement and the acceptance and

adoption of the terms and conditions herein set forth, CSTC shall execute this Agreement as the Trustee of the Trust, and all the Parties agree to accept CSTC's authority to legally bind the Trust to this Agreement and acknowledge that such execution by CSTC shall be binding upon the Trust and all Parties hereto.

4. The Parties hereby consent and agree that the Trust shall be modified by adding and incorporating the Charles Schwab Trust Company Standard Trust Provisions attached hereto as "Exhibit B" to the Trust and the Charles Schwab Trust Company Standard Trust Provisions attached hereto as "Exhibit B" shall become a constituent part of the Trust.
5. Notwithstanding any provision of the Trust to the contrary, the Charles Schwab Trust Company Standard Provisions provided in Exhibit "B" shall apply while Charles Schwab Trust Company is serving as Trustee of the Trust. The Charles Schwab Trust Company Standard Provisions provided in Exhibit "B" of this Agreement are hereby incorporated to the Trust by reference, shall be in addition to all of the other powers granted by law or provided for in the Trust. To the extent there are any inconsistencies or conflicts between the Trust and Exhibit "B", the terms and provisions provided in Exhibit "B" will control.
6. For purposes of this Agreement, the Interested Persons as defined in NRS 132.185, include only the Beneficiaries identified in Exhibit "A" to this Agreement and the Trustee.
7. The various consents, approvals and releases are provided by or on behalf of each of the Beneficiaries, individually or through a representative.
8. The matters herein do not violate a material purpose of the Trust and do not include terms and conditions that could not be properly approved by the court.
9. Each of the Beneficiaries, individually and on behalf of the interested persons they represent, hereby represent that they have reviewed all of the information about the Trust that they desire, have received all of the information regarding the Trust that they have requested from CSTC or any prior Trustee, and each Beneficiary has all of the information that they need to protect their interests and the interests of the interested persons they represent and do not wish to seek further information, and have been advised to consult with independent legal counsel.
10. Each of the Beneficiaries, individually or through a representative, hereby releases and agrees to hold CSTC as the Trustee harmless from any and all liability and claims with respect to the administration of the Trust prior to CSTC accepting its appointment as Trustee and with respect to the approval of this Non-Judicial Settlement Agreement and its actions to carry out this Non-Judicial Settlement Agreement. Each of the Beneficiaries hereby agrees to indemnify the Trustee for any and all losses, damages, costs, claims and expenses (including legal fees and expenses) which may at any time be imposed on, incurred by, or asserted against

such Trustee in any way arising from the administration of the Trust prior to CSTC accepting its appointment as Trustee or arising out of the action or actions of the Trustee to join in this Non-Judicial Settlement Agreement.

11. The Beneficiaries, individually and on behalf of the interested persons they represent, hereby acknowledge that they are fully aware of their rights with respect to the Trust and are fully aware of all material facts regarding the matters agreed to herein.
12. Each Beneficiary who has executed this Agreement hereby represents that he or she is an adult with the capacity to enter into and execute this Agreement, and that the terms and conditions of this Agreement will be binding not only upon him or her but also upon all persons who may be represented by such individual pursuant to NRS 164.038, specifically including all persons who have a substantially similar interest which such person and no material conflict of interest.
13. Each Beneficiary who has executed this Agreement on behalf of a Represented Beneficiary pursuant to NRS 164.038 hereby represents that there are no conflict of interests that exist between them and the Beneficiaries they represent, and that each Beneficiary who has executed this Agreement on behalf of a Represented Beneficiary pursuant to NRS 164.038 further represent that he or she has a substantially similar interest with respect to the terms of this Agreement to such Represented Beneficiary and that no conservator, guardian ad litem, guardian of the person, guardian of the estate, or general guardian has been appointed on behalf of a Represented Beneficiary.
14. Each Beneficiary who has executed this Agreement hereby acknowledges that his or her approval and consent is also provided for all persons with an interest in the Trust who may be minor, incapacitated, unborn or with an identity or location not known or reasonably ascertainable, who has a substantially similar interest to the individual who has executed this Agreement and with to whom there is no material conflict of interest between the Beneficiary who has executed this Agreement and such persons.
15. It is the intent of the Parties that this Agreement constitutes a valid and binding Non-Judicial Settlement Agreement in compliance with NRS 164.940. However, regardless of whether or not this Agreement subsequently might be found to constitute a valid and binding Non-Judicial Settlement Agreement pursuant to NRS 164.940, it is the intent of the Parties that the consents of and releases by the Beneficiaries contained herein are valid and binding. If, for example, it is subsequently determined that not all of the required “interested persons,” as that term is defined in NRS 132.185, have entered into this Agreement either directly or by way of representation, then those Beneficiaries who have entered into this Agreement either directly or by way of representation will nevertheless be bound by the consents and releases contained herein.

16. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and shall be signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.
17. This Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof.
18. The Parties hereto agree to execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.
19. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada applicable to contracts made and to be performed wholly within Nevada, without regard to choice or conflict of laws rules.
20. In the event that any one or more of the provisions of this Agreement shall be held or found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
21. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective heirs, executors, administrators, and other legal representatives and successors and assigns.
22. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. This Agreement shall be fully effective if executed in counterparts. Photocopies, electronic copies, and facsimiles shall have the same force and effect as the original of this document, provided that, when all signature pages are collected and put together with the rest of the document, each party hereto has duly signed the Agreement.

THE BENEFICIARIES WHO HAVE EXECUTED THIS AGREEMENT HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, AND THAT THEY HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL. THE BENEFICIARIES WHO HAVE EXECUTED THIS AGREEMENT ALSO HEREBY ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND, TO THE EXTENT THEY DEEM APPROPRIATE, HAVE

CONSULTED WITH SUCH LEGAL COUNSEL AND SUCH OTHER ADVISORS AS THEY DEEM APPROPRIATE IN CONNECTION WITH THEIR INTERESTS IN THE TRUST AND THE EFFECT OF THE EXECUTION OF THIS AGREEMENT, AND EACH HAS SIGNED THE AGREEMENT AS HIS OR HER OWN FREE ACT.

IN WITNESS WHEREOF, the Parties have executed this Non-Judicial Settlement Agreement regarding the Trust effective as of the day and year first above written.

_____, 2017

_____, on behalf of herself and each person represented by her on Exhibit "A"

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2017, personally appeared before me, a Notary Public, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he authorized the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public
My commission expires:

_____, 2017

_____, on behalf of herself and each person represented by her on Exhibit "A"

STATE OF)
) ss
COUNTY OF)

On this _____ day of _____, 2017, personally appeared before me, a Notary Public, _____, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged to me that he authorized the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public
My commission expires:

Charles Schwab Trust Company

By: _____

Its: _____

STATE OF NEVADA
COUNTY OF CLARK

On _____, 2017, before me _____, the undersigned officer, personally appeared _____, a duly authorized representative of Charles Schwab Trust Company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public
My commission expires:

EXHIBIT "A"

_____ **TRUST**

BENEFICIARIES

Representing themselves:

Current Beneficiary:

1.

Remainder Beneficiaries:

2.

3.

Represented by a person having a substantially similar interest pursuant to NRS 164.038

4. Unless otherwise represented, minor, incapacitated, or unborn individuals, or persons whose identity or location is unknown or not reasonably ascertainable having a substantially similar interest to _____, represented by

_____.

5.

6.

EXHIBIT "B"

CHARLES SCHWAB TRUST COMPANY STANDARD TRUST PROVISIONS

SITUS

The situs of the Trusts created hereunder shall be Nevada. The Trustee shall have the power to remove all or part of the trust property or to change the situs of administration of the Trust from one jurisdiction to another (including outside the United States) and if applicable, may elect, by a separate writing filed with the trust records, that the laws of Nevada or the laws of such other jurisdiction shall thereafter govern the administration of the Trust, provided that the Trustee shall not make such an election if it would alter any beneficial interest under the Trust.

GOVERNING LAW AND SELECTION OF FORUM

The trust instrument shall be construed under, and all matters pertaining to the validity and construction of the trust instrument and the Trusts created thereunder shall be governed by, _____ law. The administration of the Trusts created by the trust instrument shall be governed by Nevada law. In the case of a revocable trust that becomes irrevocable, and further provided that CSTC is the first successor trustee to serve as trustee after the Trust becomes irrevocable, then the administration of the Trust or Trusts created by the trust instrument shall be governed by Nevada law from the moment that such Trust became irrevocable. Any action or proceeding relating to this Trust that arises during the time that CSTC is serving as the Trustee or relates to any time CSTC served as Trustee shall be brought and enforced in the District Court of the State of Nevada.

FEES

Notwithstanding any other provision in this Agreement or otherwise applicable law or in equity, CSTC or any Affiliate thereof shall be entitled, without notice to or consent by any beneficiary or court and without any disclosure otherwise required under applicable law, to receive fees or compensation for its services hereunder in accordance with its schedule of rates in effect at the time the services are rendered, provided however, the Trust may be responsible for additional fees or compensation, direct or indirect, payable to or received by any co-trustee, investment manager, advisor, other agent, or service provider not affiliated with CSTC. Any fees paid to an Affiliate in connection with any investments held by the trust, including but not limited to administration, custody, distribution or "12-b-1" fees or shareholder servicing fees shall not have an effect on the fees or compensation of the Trustee. Any additional compensation that is paid to an Affiliate may be paid notwithstanding that the total compensation paid by the trust, to all parties in the aggregate, may exceed the permissible compensation for trustee services in effect from time to time under the laws of the State of Nevada.

EMPLOYMENT OF SERVICES, INCLUDING BROKER-DEALER AND OTHER SERVICES OF AFFILIATED ENTITIES

CSTC in carrying out its responsibilities under this Agreement may utilize the services of CSTC affiliates or may use investment products provided by CSTC or its affiliates. For purposes of this Agreement, when CSTC is investing the assets of the Trust, CSTC is expressly permitted to utilize the services of an affiliate or an investment product offered by CSTC or an affiliate, provided it does so in a prudent manner and in accordance with its fiduciary obligations under applicable law and this Agreement. Conflicts of interest may arise by virtue of the powers granted to CSTC in this Agreement or the use of such products or services. CSTC is therefore expressly exempted from the adverse operation of any rule of law that might otherwise apply to CSTC in the performance of its fiduciary duties by reason of a conflict of interest. Notwithstanding any duty otherwise existing hereunder or at law or in equity, CSTC shall have no greater burden to justify its acts as a fiduciary by reason of conflict of interest than it would have in the absence of any conflict.

CSTC is authorized, without notice to or consent by any beneficiary or court, to engage any corporation, partnership, limited liability company or other entity that is a subsidiary or affiliate of a corporate trustee serving hereunder and/or any individual who is a partner, director, member, manager, officer or employee of any such subsidiary or affiliate (individually and collectively, an "Affiliate"), to act as agent of or render services to the Trust, to delegate discretionary authority to any Affiliate and to pay customary fees and compensation to such Affiliate. CSTC, and any Affiliate appointed by CSTC, is hereby authorized:

- i. to appoint one or more Affiliates to manage, in its or their sole discretion, the investment of all or any portion of the trust's assets or to provide non-discretionary investment advice;
- ii. to appoint one or more Affiliates to act as custodian of all or any portion of the trust's assets and, in connection therewith, to cause such assets to be held in any jurisdiction by or in the name of any nominee of CSTC or an Affiliate;
- iii. to engage one or more Affiliates to provide trust administration or accounting services for the Trust;
- iv. to use, engage or hire any Affiliate as broker, dealer, principal or agent in the purchase or sale of stocks, bonds or other securities or property for the account of the Trust;
- v. to purchase from or sell to any Affiliate any stock, bonds or other securities or property and to engage in agency cross transactions with any Affiliate, in each case at such price and upon such terms as CSTC and such Affiliate may deem advisable;
- vi. to invest any funds in the Trust in any stocks, bonds, or other securities or property, real or personal, of whatsoever kind or nature, which may be distributed, underwritten, managed or issued by or through an Affiliate, and from which an Affiliate may receive fees or other compensation;
- vii. to make any investment or enter into any transaction which may directly or indirectly benefit any Affiliate or in which any Affiliate has an interest; and

viii. to grant proxies to any Affiliate or to exercise any voting or consent rights pertaining to any securities or other property held in the Trust in a manner which may directly or indirectly benefit or advance the interests of any Affiliate.

DELEGATION

CSTC may delegate some or all of its authority hereunder, including, without limitation, its custodial responsibility for all or any portion of the trust's assets, to (i) an Affiliate as permitted under these standard trust provisions, or (ii) to a third party, as CSTC may determine at its sole and exclusive discretion. Such delegation shall be made in writing and notice of the delegation shall be delivered to the Grantor or other authorized party with respect to any Trust. Such person, persons or entities so appointed may, acting alone, exercise the authority of CSTC as so delegated. CSTC shall have a duty to monitor the conduct and activities of any person, persons or entities to which CSTC delegates authority under this Agreement.

CUSTODY OF TRUST ASSETS

Charles Schwab & Co., Inc. shall serve as sub-custodian of the trust's assets (together with any successor custodian appointed pursuant to this Section, the "Sub-Custodian") which are not otherwise held by CSTC.

With regard to trust assets over which the Sub-Custodian has custody and in addition to any other duties of the Sub-Custodian described herein or in the instrument governing the custody arrangement, the Sub-Custodian shall have the duty to provide in writing to CSTC a list of the trust assets held by the Sub-Custodian, the value of such assets, and any purchases or sales or other changes in such trust assets at least monthly and at any time the Sub-Custodian receives a written request from CSTC for such information.

Unless agreed to in writing, CSTC will not accept any asset that does not meet its asset acceptance standards as modified from time to time. In addition, unless CSTC has physical custody of any tangible personal property held in Trust, CSTC's sole responsibility with regard to tangible personal property shall be limited to holding bare legal title to such property. CSTC shall have no responsibility or liability whatsoever for the management, care and/or protection of such personal property.

In the event the Trust holds tangible personal property, then such property shall be held and administered under the terms of the Trust by a special asset trustee, who may receive compensation for its services, in a separate trust referred to as the "Tangible Personal Property Special Asset Trust under the [Insert Trust Name]." Unless otherwise named in the trust document, the special asset trustee of the tangible personal property special asset trust created pursuant to this paragraph shall be _____ [Insert Name]. In the event that _____ [Insert Name] is deceased or unable or unwilling to serve as the special asset trustee then _____ [Insert Name] shall serve as the special asset trustee. In the event that there is a vacancy in the office of the special asset trustee, then the majority of the adult beneficiaries entitled to receive the tangible personal property under the trust instrument shall have the power to appoint a special asset trustee. The adult beneficiaries that have the power to appoint a special asset trustee shall also have the power to remove the special asset trustee. CSTC or any

officer, affiliate, director, employee, or agent of CSTC (each referred to as an "Indemnified Person") shall be held harmless, released, exculpated and discharged to the fullest extent permitted by law and shall be entitled to indemnification from the Trust, to the fullest extent permitted by law, from and against any and all losses, claims, taxes, damages, reasonable expenses (including attorney fees), and liabilities of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted against such Indemnified Persons with respect to any Expenses incurred because of the actions or the inactions of any special asset trustee that is serving as a fiduciary under the terms of the Trust. CSTC, to the extent permitted by applicable law, shall have no oversight responsibilities with respect the actions or inactions of any special asset trustee appointed under this paragraph.

EFFECT OF SUCCESSION OF TRUSTEES

Notwithstanding the foregoing, any corporation or association (i) into which the Trustee may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation or reorganization to which the Trustee may be a party, or (iii) to which all or any part of CSTC's fiduciary business, may be transferred, will have and succeed to all rights, powers and obligations of the Trustee under this Agreement, without the necessity of executing any instrument or performing any further act.

Furthermore, and notwithstanding any provision contained in this Agreement, for its administrative convenience, CSTC may appoint an affiliated corporation or successor of an affiliated corporation as successor trustee. The Trustee shall effect any such appointment of an affiliated corporation or successor of an affiliated corporation with a written instrument delivered to the party or parties who would receive notice of the Trustee's resignation.

WAIVER OF ACCOUNTS; APPROVAL OF ACCOUNTS

The Trustee shall not be required to render annual or other periodic accounts to any court, whether or not required by statute. CSTC shall have the right, at the expense of the Trust, to prepare an accounting in accordance with applicable Nevada law or court requirement and to apply at any time to a court of competent jurisdiction for a judicial settlement of any account prepared by CSTC whether or not previously settled as herein provided. CSTC shall also have the right to petition or apply at any time to a court of competent jurisdiction for the determination of any question of construction or for instructions.

Within ninety days of the removal or resignation of CSTC, or otherwise no less frequently than annually, CSTC shall provide the beneficiaries entitled to an accounting pursuant to Nevada Revised Statutes Section 165.010 *et. seq.*, or their designated representatives, a written account of the trust's transactions for the immediately preceding reporting period. The account shall be in the form of the periodic trust statement which details the assets held by the Trust and the transactions that have been effected by the trust over the period for which the account is rendered. Such periodic trust statement shall meet CSTC's obligation of rendering an account pursuant to this paragraph, and such form of account shall supersede any contrary provisions of NRS 165.135, as may be amended from time to time. Pursuant to Nevada Revised Statutes Section 165.1214, as may be amended from time to time, the account shall be deemed approved and final if a beneficiary who was required to receive a copy of the account does not deliver a written objection to CSTC, as provided in Nevada Revised Statutes Section 165.1214(2), as may be amended from time to time,

within 90 days after the date on which the CSTC provided the account to the beneficiary. In addition, if no objection is delivered to the CSTC within 90 days after the date on which the CSTC provided the account to the beneficiary, CSTC shall be fully relieved and discharged in all respects, as if the account had been approved in a judicial proceeding in which all interested persons who received such accounting had appeared, either individually or by a representative. All costs and expenses of any such accounting shall be paid by CSTC from principal or income, or both, of the Trust as CSTC in its sole and absolute discretion determines.

NONJUDICIAL AGREEMENTS

The Trustee is authorized, without court approval and in accordance with applicable law, to enter into binding agreements with the trust's beneficiaries and co-trustees (if any) with respect to any matter involving the administration of the trust provided that any such agreement does not frustrate a material purpose of the trust.

TRUSTEE LIABILITY AND INDEMNIFICATION

When acting as Trustee, CSTC shall be presumed to have acted within the scope of its authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons unless it is affirmatively shown that CSTC acted in a manner that constitutes fraud or willful misconduct. Except as otherwise provided herein, CSTC shall be personally liable only for its own fraud or willful misconduct. CSTC shall not be liable for making any delegation with reasonable care. CSTC shall have no duty to offer to the Trust any business opportunities that become available to it, individually or in any other capacity. CSTC shall not be liable for its reliance on (i) any apparently valid documents and certifications including, but not limited to, tax reports and other tax information provided to CSTC by any entity in which the Trust holds an ownership interest; (ii) the opinions of counsel or any accountant or advisor to any Trust; and (iii) any valuation of trust assets (including any supporting documentation with respect thereto) provided by any third party or adviser.

CSTC (or any officer, affiliate, director, employee, or agent of a CSTC, each an ("Indemnified Person")) shall be entitled to indemnification from the Trust, to the fullest extent permitted by law, from and against any and all losses, claims, taxes, damages, reasonable expenses, and liabilities (including liabilities under state or federal securities or tax laws) of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted against such Indemnified Persons with respect to the creation, operation or termination of the Trust, the execution, delivery or performance of this Agreement or the transactions contemplated hereby, except for those Expenses that result from the fraud or willful misconduct of such Indemnified Person.

GENERAL INVESTMENT POWERS AND INVESTMENTS IN CSTC'S PROPRIETARY PRODUCT

CSTC shall have sole responsibility for the investment of the Trust and for all decisions as to the retention, disposition, distribution, investment, reinvestment and other administration of trust assets.

CSTC is authorized to invest in or retain any securities or other property, real or personal wherever located, directly or through any asset allocation, wrap, or other investment program, including without limitation: any security as defined by the Securities Act of 1933, any contract of sale of a commodity for future delivery within the meaning of the Commodity Exchange Act, shares or interests in any private investment fund, private equity or venture capital fund, hedge fund, common trust fund, joint venture, general or limited partnership, limited liability company, statutory or common law trust, real estate investment trust or an open-end (including any mutual fund) or closed-end management type investment company or unit investment trust, whether registered under the Investment Company Act of 1940 or unregistered, any money market instrument, bank deposit account (including but not limited to savings, time, certificate of deposit and transaction accounts), improved or unimproved real property, tangible or intangible personal property, precious metal, foreign exchange, structured product, insurance contract, options, options on futures and variable forward contracts, swaps, caps, collars and other derivative instruments of a financial nature, or any other form or participation or ownership whatsoever notwithstanding the fact that CSTC, any investment manager or custodian or any CSTC affiliate, provides services (whether as manager, issuer, underwriter, distributor, custodian, advisor, agent, or otherwise) with respect to any such investment and further notwithstanding that CSTC, the investment manager, custodian or any Affiliate may receive compensation with respect to any such investment (in addition to CSTC's compensation), so long as the total compensation received is reasonable. To the extent permitted by Nevada law, this provision is intended to be a specific override of any contrary provision of law prohibiting such additional fees or otherwise requiring either a reduction in CSTC's compensation or investment advisory or other fees or commissions or an election between such compensation and such additional fees or commissions.

In the investment of Trust assets, CSTC may utilize the services of an affiliate or an investment product offered by CSTC or an affiliate. For instance, when CSTC is investing the assets of the Trust, CSTC may utilize the services of an affiliate or an investment product offered by CSTC or an affiliate. CSTC shall select any such services and products in a prudent manner in accordance with its fiduciary obligations under applicable law and this Agreement, provided, however, that notwithstanding any duty otherwise existing hereunder or at law or in equity, in using any investment product or services of an affiliate CSTC may disregard any or all of the following factors:

1. Whether the acquisition or retention of a particular investment, or trust investments collectively, is consistent with the CSTC's duty of impartiality. No duty of impartiality shall exist.
2. Whether the acquisition or retention of a particular investment or any aspect of the administration of such investment violates any duty of loyalty or rule against self-dealing. No duty of loyalty shall exist to the extent such duty would limit or preclude self-dealing transactions.

To the extent CSTC is directed hereunder as to the exercise of investment powers with respect to all or a portion of the trust assets, the party providing such direction (the "Investment Fiduciary") shall have the authority to direct CSTC to make any investment which CSTC is authorized to make under this Section. The purpose in granting the powers and authorities set forth in this Section is to modify the duty of loyalty, the rule against self-dealing (to the extent permitted by NRS

§163.050, 163.060, or applicable law), or any rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself.

GENERAL TRUSTEE POWERS

The powers and authority of the Trustee under the Trust Agreement will include the following:

To carry out the purposes of the Trust, the Trustee shall be vested with the powers enumerated at Nevada Revised Statutes ("NRS") §163.265 through NRS §163.410, which are expressly incorporated herein by reference as though fully set forth at length. The incorporation of these powers shall not limit the general or implied powers of the Trustee. The Trustee shall have such additional powers that are now or may hereafter be conferred on the Trustee by law or that may enable the Trustee to administer this Trust and the respective Trusts and shares herein created, subject only to limitations expressly provided herein. In addition, the Trustee shall have the power to use trust assets to employ and compensate, out of income or principal or both and in such proportion as the Trustee deems advisable, persons whom the Trustee considers and deems advisable or necessary, including but not limited to, accountants, agents, experts, tax preparers, custodians, bookkeepers and legal counsel. The Trustee may rely on the information or advice furnished by the third parties which are hired by the Trustee.

Furthermore, CSTC may acquire property from, transfer property to, obtain services from, provide services to, and otherwise enter into contracts, understandings, arrangements, and other dealings, of any kind or nature, with any person or entity (each such person or entity hereinafter referred to as a "Third Party") whether or not the Third Party is in any manner related to, or affiliated with, CSTC or any other person or entity related to, or affiliated with, CSTC and without regard to whether CSTC, acting in its corporate or personal capacity or in any other capacity, or any person related to, or affiliated with, CSTC has other contracts, understandings, arrangements or dealings, whether or not for remuneration with the Third Party.

AUTHORIZATION TO TERMINATE SMALL TRUST

The Trustee in its discretion may terminate and distribute any Trust hereunder if the Trustee, in its sole and exclusive discretion, determines that the costs of continuing the trust will substantially impair accomplishment of the trust's purposes. Following such termination, the Trustee shall distribute the principal to the appropriate beneficiary or beneficiaries of the Trust or to the committee, conservator, natural or legal guardian or other person responsible for such beneficiaries.

RESIDENTIAL REAL PROPERTY

[These provisions may be removed from the standard terms and provisions if the Trust does not hold any real estate. These provisions should be made part of the standard terms and provisions when the Trust is revocable.]

If the trust estate includes any interests in real estate used by the Grantor or such other persons designated by the Grantor in this Trust as a residence, including seasonal and vacation homes, then, notwithstanding any other provision of this Agreement to the contrary, the following shall apply to each residence or interest therein:

(a) The Grantor or any other party or parties authorized under this Trust to use and occupy the residence shall have the right to occupy and use each residence subject to the terms, conditions and limitations provided under this Trust. During such time as the Grantor or any other party or parties are authorized to use and occupy the residence, CSTC's sole responsibility with respect to such residence will be to hold bare legal title to such property.

(b) The Grantor or such other party or parties authorized to use and occupy the residence under the terms of this Trust shall have responsibility (and CSTC shall have no responsibility) for each residence, including maintenance, insurance, repairs, taxes, assessments, mortgage payments, and other expenses relating to the residence. This subsection (b) applies only while the party with a right to occupy and use the residence is able to manage their affairs and are under no disability, provided, however, CSTC shall not assume any responsibility for the residence not specifically assumed under the terms of this Trust until (i) CSTC has actual notice or knowledge of the incompetence or disability of the person or persons currently possessing the right to occupy and use the residence and CSTC or (ii) if CSTC is advised that it shall assume and/or accept responsibility for the residence and CSTC in its sole and absolute discretion assumes and/or accepts such responsibility in writing. Notwithstanding the previous sentence, CSTC shall not accept or assume responsibility for the residence if assuming responsibility for the residence would be contrary to the terms of the Trust.

Except as otherwise provided in this Section, while there is a party or parties authorized to use and occupy the residence under the terms of this Trust, CSTC need not review or inspect the residence, make any payments in connection with it, or inquire whether the party or parties authorized to use and occupy the residence are fulfilling that responsibility. Although CTSC has no duty to review or inspect the residence, CSTC may in its sole and absolute discretion, review and/or inspect the residence.

The party or parties authorized to use and occupy the residence under the terms of this Trust may have the right to direct CSTC to sell the residence and also to reinvest part or all of the net sale proceeds in a replacement residence of their choosing. CSTC, in its sole and exclusive discretion may accept such direction provided the party providing the direction shall have sole fiduciary responsibility for the sale and reinvestment, including price and other terms and conditions. The provisions of this Section shall apply with respect to any replacement residence.

The statement of CSTC that it is acting according to this Section shall fully protect all persons dealing with CSTC. CSTC shall have no responsibility for any loss that may result from acting in accordance with this Section or accepting any direction to sell or otherwise dispose of a residence. Neither CSTC nor any of its directors, officers, employees or affiliates shall be liable to the Grantor, any co-fiduciary or any other party with authority to manage the Trust, in whole or in part, or any current or future beneficiary of this Trust for any liability or expense incurred as a result of a violation of any environmental law or regulation with respect to any residence or other real property owned by the Trust. CSTC shall have the right to inspect and monitor real property (whether held directly or through a partnership, limited liability company, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws, to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened, or to abandon or refuse to accept property which may have environmental damage. CSTC may expend trust property to do the foregoing and no action or failure to act by CSTC under this paragraph shall be subject to question by any beneficiary.

RESIGNATION OF TRUSTEE

[These provisions (except for the last paragraph) may be removed from the standard terms and provisions if the Trust Agreement provides for an acceptable mechanism acceptable to CSTC for resignation of a Trustee and the appointment of a successor trustee.]

Any Trustee may resign by a writing delivered to the grantor or, after the grantor's death or incapacity, to each of the adult beneficiaries over the age of eighteen (18) then eligible to receive distributions of income (whether discretionary or mandatory) from the Trust, with such resignation to be effective on the date specified in the written resignation. If there are no adult beneficiaries then eligible to receive distributions of income (whether discretionary or mandatory) from the Trust, the instrument of resignation shall be delivered to the parent or legal guardian of each minor beneficiary then eligible to receive distributions of income (whether discretionary or mandatory) from the Trust.

If, upon the resignation of the Trustee, no successor trustee designated by the Trust instrument qualifies to act, a majority of the adult persons then eligible to receive distributions of income (whether discretionary or mandatory) from the trust or, if none, a majority in number of the minor beneficiaries (each such beneficiary acting through his parent or legal guardian) then eligible to receive distributions of income (whether discretionary or mandatory) from the Trust, may appoint a successor trustee (other than the grantor).

If no successor trustee has qualified within 30 days after the resignation of the Trustee, the resigned trustee may appoint such a successor, or may bring an appropriate action in a court of competent jurisdiction for the appointment of such a successor. The costs and expenses of any such action, including but not limited to the compensation and expenses of attorneys and guardians, shall be paid from principal or income, or both, of the Trust, as the Trustee in its sole discretion determines.

ACCEPTANCE OF CERTAIN ASSETS

[These provisions may be removed from the standard terms and provisions if CSTC determines that the Trust does not contain any non-traditional assets. These provisions should be made part of the standard terms and provisions when the Trust is revocable.]

When CSTC succeeds to an existing trust portfolio that may contain assets not normally held under CSTC's fiduciary investment guidelines, as established and amended from time to time, CSTC shall have the power to accept and retain such investments in which CSTC, in their sole and absolute discretion, considers as not being traditional for trusts, including, without limitation, investments that would be forbidden or would be regarded as imprudent, or improper under Nevada's Uniform Prudent Investor Act, NRS §164.705 et. seq., any applicable jurisdiction's "prudent person" or "prudent investor" rule, any rule or law concerning the duty of loyalty, any rule or law limiting, prescribing, or voiding or making voidable any interested party or self-dealing transaction, or any other rule or law which restricts a fiduciary's capacity to invest.

Notwithstanding any duty otherwise existing hereunder or at law or in equity, if CSTC accepts or retains, in its sole and absolute discretion, certain investments in non-traditional assets, CSTC may disregard any or all of the following factors in addition to any other factors described within this Trust Agreement with respect to such non-traditional assets:

1. Whether a particular investment or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.
2. Whether the Trust is diversified. No duty to diversify shall exist.
3. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for Trusts. The entire trust may be so invested. CSTC, or, if applicable, an Investment Fiduciary, shall have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The purpose in granting the powers and authorities set forth in this Section is to modify the "prudent person" rule, "prudent investor" rule, the application of Nevada's Uniform Prudent Investor Act, NRS §164.705 et. seq., or any rule or law which restricts a fiduciary's ability to invest insofar as any such rule or law would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself.

In the event CSTC does not accept, in its sole and absolute discretion, certain investments in non-traditional assets or any other trust property, then such trust property (other than tangible personal property) may be held and administered under the terms of the Trust by an alternative investment trustee, who may receive compensation for its services, in a separate trust referred to as the "Special Asset Trust under the [Insert Trust Name]" In the event that there is a vacancy in the office of alternative investment trustee, then the majority of the adult beneficiaries shall have the power to appoint an alternative investment trustee. The adult beneficiaries that have the power to appoint an alternative investment trustee shall also have the power to remove an alternative investment trustee. CSTC or any officer, affiliate, director, employee, or agent of CSTC (each referred to as an "Indemnified Person") shall be held harmless, released, exculpated and

discharged to the fullest extent permitted by law and shall be entitled to indemnification from the Trust, to the fullest extent permitted by law, from and against any and all losses, claims, taxes, damages, reasonable expenses (including attorney fees), and liabilities of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted against such Indemnified Persons with respect to any Expenses incurred because of the actions or the inactions of any co-fiduciary that is serving as a fiduciary pursuant to the terms of the Trust. CSTC, to the extent permitted by applicable law, shall have no oversight responsibilities with respect to any co-fiduciary's actions or inactions.

UNIFORM PRINCIPAL AND INCOME ACT

[This provision may be removed from the standard terms and provisions if the Trust Agreement does not reference the Uniform Principal and Income Act or references the Nevada Uniform Principal and Income Act. This provision should be made part of the standard terms and provisions when the Trust Agreement provides that the Uniform Principal and Income Act of a state other than Nevada shall apply.]

The Uniform Principal and Income Act, NRS §164.780 et seq., as such Act may be amended from time to time, shall be applicable to this Trust, except as may be otherwise specifically set forth in this Agreement.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Pitney Bowes Agreement - Folder/Inserter

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT: None

PURPOSE:

To update Council on our current lease/maintenance plan with the folder inserter.

BACKGROUND:

On March 19, 2024 bids were presented to Council for the lease of a new folder/ inserter used by the water department for mailing bills. Pitney Bowes provided 3 lease terms and Council approved a 3 year term lease of \$1,002 per quarter. It has been determined the information we received on maintenance was incorrect with our current machine and secondary lease. After further discussions with Pitney Bowes Government Account Support team, our secondary lease does have a maintenance agreement as part of the continuing agreement. We will not be charged for maintenance or the technicians.

RECOMMENDATION:

Staff requests Council to reject the previous bid for a 3 year lease and continue with current machine and secondary lease.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Say and Play Communication Board, in Big Spring Park & Morse Park.

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Shayla Gould - Communication Board

PURPOSE:

To help children with special needs better communicate with their friends and family during outside play time. These boards are used by children pointing at images that correspond with words in order to string a sentence together.

BACKGROUND:

Shayla Gould is a Girl Scout Ambassador. She has been a Girl Scout for 13 years, and she is working on the highest award in Girl Scouts, the Gold Award. For her Gold Award project, she is working to install Say and Play Communication Boards in Parks throughout the area and Neosho is one of the areas she has chosen.

RECOMMENDATION:



Hi I'm Shayla Gould. I am a senior at Joplin High School and a Girl Scout Ambassador. I have been a girl scout for 13 years and I am now working on the highest award in Girl Scouts, the GOLD Award. For my GOLD Award project I am working to install Say and Play Communication Boards at several playgrounds in Joplin and surrounding areas.

The Say and Play boards will look something like this:



I decided to do this project to help children with special needs better communicate with their friends and family during outside play time. These boards are used by children pointing and images that correspond with words in order to string a simple sentence together.

Due to connections I have, the plan is to place Say and Play Boards at the following locations:

- Joplin Early Childhood Center
- Miracle Field in Joplin

And a minimum of three of the following locations:

- Cunningham Park in Joplin
- McClelland Park in Joplin
- King Jack Park in Webb City
- Memorial Park in Carl Junction
- Big Spring Park in Neosho
- Morse Park in Neosho

Due to the expenses of this project, I am trying to fund it through sponsorships from local businesses and grants. Any assistance would be greatly appreciated. If you have questions please contact me at: (phone and email)

Home < <https://montgomeryparks.org/>> / About < <https://montgomeryparks.org/about/>> / About
Montgomery Parks < <https://montgomeryparks.org/about/parks/>> / Accessibility <
<https://montgomeryparks.org/about/parks/accessibility/>> / Communication Board

Communication Board



What is a Communication Board?

Our communication boards are 3'x 5' foot framed boards installed into the ground displaying over 60 photos, symbols, and illustrations to assist people with diverse language skills to express themselves. The words or phrases are in English, Spanish, and Braille. The user just gestures to the images on the board to communicate with others!

Communication Boards Help Everyone!

People who have autism, recovering from a stroke or brain injury, individuals who are non-verbal, and people who have learning disabilities and/or developmental disabilities can all benefit from communication board use. In addition, 41.7% of the population in Montgomery County are speakers of a non-English language, which is higher than the national average (21.9%).

Providing communication boards can ease the difficulty of communicating with people who have different languages.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: TDD Annual Nominations

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. TDD Annual Nominations

PURPOSE:

Seek Council authority on nominations for the TDD.

BACKGROUND:

The TDD has notified the city of an upcoming TDD property owners election on April 10th @ 3:00 P.M.. The board member up for re-election is Mr. Steve Roark.

RECOMMENDATION:

Neosho Transportation Development District
P.O. Box 605
Neosho, Missouri 64850
Phone: 417-451-2945 Fax: 417-451-8097

RE: Notice of Annual Property Owner's Meeting

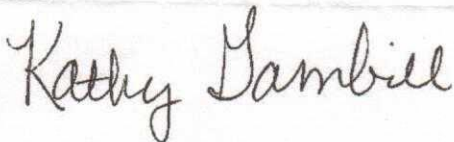
Dear Property Owner,

As you know, you own property within the Neosho Transportation Development District (TDD), which was established in 2011 to assist in the construction and funding of new streets and improvements to existing streets within the area. This letter is to inform you of the annual meeting of Property Owners within the Neosho TDD which will be held on April 10, 2024 at 3:00 P.M. at the Neosho Chamber Office at 216 West Spring Street in Neosho, MO. A copy of the meeting notice that has been published in the newspaper with the tentative meeting agenda is enclosed. The annual meeting is required by Missouri State Statutes 238.220 in order to elect directors to the Board of Directors of the District. The Board consists of five Directors, and each year terms expire. This year we have one Director whose term will expire; Steve Roark.

Nominations will be taken from the Property Owners on April 10th as soon as the TDD Chairman has given all the property owners' ample time to attend. The nominee receiving the most votes will serve a three-year term. Under Missouri Revised Statute 238.202.2 (2),(b) definitions, if no registered voters reside within the district, which there are none, each owner of real property is entitled to receive one vote for each acre of land they own. Fractional votes will be counted.

If you cannot attend the meeting and wish to grant a proxy to any other person to represent you, please contact me and I will provide you with a proxy form for your signature. You may appoint anyone that is 18 years or older as your representative at the meeting. **All proxies must be received and on file prior to 3:00 P.M., April 10, 2024.** Just so you will know, if you own your property in a corporate or trust name, or own it jointly with another person, you will need a proxy in order to vote. We can provide you with a proxy form. If you have, any questions please feel free to contact me at (417) 451-2945.

Sincerely



Kathy Gambill
Executive Director

Enclosure

NOTICE OF MEETING OF PROPERTY OWNERS

Public notice is hereby given that a meeting of the owners of the real property located within the Neosho Transportation Development District will be **held at 3:00 p.m. on April 10, 2024**, in the Conference Room located at 216 West Spring Street, Neosho, Missouri, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time:

1. Roll call/sign-in.
2. Elect chairman and secretary of meeting.
3. Approve minutes from 2023 Annual Meeting of property owners.
4. Nominate and elect one new Director.
5. Transact any additional business that may come before the property owners.
6. Adjourn

Any property owner desiring to vote by proxy may obtain a form of proxy agreement prior to the meeting by contacting Kathy Gambill at (417) 451-1925.

**MINUTES OF MEETING
OF THE ANNUAL PROPERTY OWNERS MEETING OF THE
NEOSHO TRANSPORTATION DEVELOPMENT DISTRICT**

**April 12 & 19, 2023
3:00 p.m.**

A meeting of the owners of the real property located within the Neosho transportation Development District (the "District"), was held at 3:00 p.m. on April 12 & 19, 2023, in the Conference Room located at the Offices of the Neosho Area Economic Development, 216 West Spring Street, in Neosho, Missouri.

The property owners, or their legally authorized representative, within the district were present or absent at the meeting as indicated on the Property Owner Sign-In Sheet attached to these Minutes. Unless otherwise stated, all persons were physically present at the meeting.

Among others present were the following persons: Jim Cummins, Rudy Farber, Steve Roark, Jeff Maxwell, Frank Adams, Jan Garner, Ray Stipp, David Kennedy, Aaron Lewis, and Kathy Gambill.

April 12, 2023

Ray Stipp nominated Steve Roark as the temporary Chairman and Kathy Gambill as temporary secretary for the Property Owners Meeting. Jeff Maxwell seconded the motion. Motion passed unanimously.

Approval of Minutes

Jeff Maxwell moved to approve the April 6, 2022 Annual Property Owners Meeting as presented. Frank Adams seconded the motion. Motion passed unanimously.

Nominate and Elect two Directors

Temporary Chairman Steve Roark asked for nominations for two directors for three-year terms.

Jeff Maxwell nominated Frank Adams and Ray Stipp. David Kennedy nominated Aaron Lewis and Derek Snyder.

There was discussion regarding the visions and qualifications of each of the nominees. After consulting with the TDD attorney, it would be legal to enter a "Recess" and resume the meeting in one week.

Motion was made by Jim Cummins to enter into Recess and resume the meeting Wednesday, April 19, 2023 at 3:00 p.m. Jeff Maxwell seconded the motion. Said motion passed unanimously.

April 19, 2023-Contunation of Annual Property Owners Meeting

Previous April 12, 2023, Annual Property Owners Meeting is continued.

Temporary Chairman Steve Roark called the meeting to order (nominated in previous April 12, 2023, meeting).

In the previous April 12, 2023, meeting, the following persons were nominated: Frank Adams, Ray Stipp, Aaron Lewis, and Derek Snyder. Frank Adams withdrew his name. Therefore, the three nominees are Ray Stipp, Derek Snyder, and Aaron Lewis.

Jeff Maxwell moved nominations cease. Frank Adams seconded motion. Motion passed unanimously.

Temporary Chairman Steve Roark stated that with three candidates the election will now proceed and directed Property Owners to complete their ballots.

The ballots were counted as follows:

- Aaron Lewis 255.23
- Ray Stipp 233.51
- Derek Snyder 219.04

Ray Stipp and Aaron Lewis were unanimously voted in as Board Member.

Transact Any Additional Business That May Come Before the Board

There was not any additional business.

Adjourn

Ray Stipp made a motion to adjourn. Rudy Farber seconded the motion. Motion passed unanimously.

REQUESTED COUNCIL MEETING DATE: April 2, 2024

ITEM: Airport Lease Agreement

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Neosho to Elite Aircraft Services - Airport Office Lease

PURPOSE:

BACKGROUND:

RECOMMENDATION:

HUGH ROBINSON AIRPORT
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2024, by and between the **City of Neosho**, a Missouri municipal corporation, hereinafter called “City”, and **Elite Aircraft Services, LLC**, a Missouri limited liability company hereinafter called “Tenant”.

WHEREAS, City is the owner of an airport known as the Hugh Robinson Airport, herein referred to as the “Airport”; and

WHEREAS, City is the owner of office space at the Airport; and

WHEREAS, Tenant desires to lease said office space,

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to Tenant and Tenant leases from City approximately [REDACTED] sq. ft. of office space in the Terminal Building located at the Neosho Hugh Robinson Airport, 1400 Terry Johnson Memorial Drive, Neosho, Missouri.
2. Tenant is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
3. Tenant shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Tenant, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Tenant.
4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for one year (1) year(s) commencing on the [REDACTED] day of May, 2024, and ending on the [REDACTED] day of April, 2025.

This Lease Agreement may be terminated by either party with a sixty (30) day written notice.

5. Rent: Tenant agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: **TWO HUNDRED DOLLARS, (\$250.00) per month.**

The initial lease payment is due and payable the 1st day of May and on or before the first day of each month thereafter for the full term of the lease. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the amount of \$50.00 per charge.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Tenant. The Tenant shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Tenant shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities additional to those offered to the building in its entirety, including additional phone or internet services.

8. Improvements: Tenant shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Tenant without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Tenant and/or Tenant's agents or invitees, upon notice from Tenant, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored.

10. Tenant agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Tenant aircraft at the Airport.

"The Minimum Standards for Neosho Hugh Robinson Airport" herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Tenant agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Tenant agrees that it shall use the premises only for the storage of

aeronautic materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Tenant further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Tenant shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Tenant is responsible or legally liable, Tenant shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Tenant, Tenant agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. Tenant shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the **Airport Minimum Standards**. The insurance shall be issued by an insurer licensed to do business in the State of Missouri.

Concurrent with the execution of this Agreement, Tenant shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

14. Tenant agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Tenant use or occupancy of the lease premises; provided, however, that Tenant shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and

timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Missouri Law.

15. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

16. Assigning, Subletting and Encumbering. Tenant shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Tenant's creditors or otherwise by operation of law shall not be effective to transfer or assign Tenant's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Tenant's interest in this Agreement, nor any estate created hereby in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Tenant are transferred, or if any partnership interests of Tenant are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Tenant, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Tenant shall notify the Airport of any such change or proposed change.

17. On the expiration or other termination of this lease Tenant's right to use the demised premises shall cease, and Tenant shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Tenant in, on, or about the premises leased Tenant shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Tenant prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

18. City may enter the premises leased to Tenant at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Tenant's obligations hereunder.

19. Tenant shall maintain the demised premises in a clean and orderly fashion at all times.

20. Tenant agrees that habitation of the hangar building or offices as a residence is prohibited.

22. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF NEOSHO

Attn: City Manager
203 E. Main
Neosho MO 64850

ELITE AIRCRAFT SERVICES, LLC

Attn: Justin L. Richmond
P.O. Box 230
Pierce City, MO 65723

24. This agreement shall be construed under the laws of the State of Missouri.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF NEOSHO, MISSOURI

By: _____
David Kennedy, City Manager

ATTEST

By: _____
Cheyenne Wright, City Clerk

TENANT

By: _____
Justin L. Richmond

Title: Owner/Member of
Elite Aircraft Services, LLC