

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Friday, May 31, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, June 4, 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. May 7, 2024 Open Session Council Minutes
2. Bill No. 2024-41: Amendment to Language Business and Occupation Code 600
3. Bill No. 2024-42: Blevins Asphalt Construction Company Inc. Agreement for 2024 Overlay
4. Bill No. 2024-43: Request for Rezoning for the area near 12966 Kerman Lane from C-3 Commercial Business District to RV Park District.
5. Bill No. 2024-44: Request for Rezoning Change for the Property near 1420 N Business 49 from R-1 to C-3
6. Bill No. 2024-46: Amending Section 405.270 Board of Adjustments Members

VISITOR'S BUSINESS

CORRESPONDENCE

1. Thank you to the Fire Department and Police Department

BIDS

1. Rotor Bearings

PUBLIC HEARINGS

1. **Public Hearing - Request to Rezone 1630 Industrial Drive (MFA Propane) as C-3 Commercial Business District**

NEW BUSINESS

1. Bill No. 2024-47: Annexation of 1630 Industrial Drive into the City of Neosho
2. Bill No. 2024-48: Rezoning of 1630 Industrial Drive (MFA Propane) as a C-3, Commercial Business District

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3. Bill No. 2024-49: Agreement with First Community Bank for Banking Services
4. Bill No. 2024-50: Loss Prevention and Safety Manual
5. Resolution Bill No. 2024-31: Fiscal and Investment Policy
6. Service Line Warranty Spring Campaign
7. Insurance Invoices July 1, 2024 to June 30, 2025
8. Request to Approve Submission of Grant Application for Parks Dept.

REPORT OF CITY OFFICERS

1. Finance- Republic Services Increase
2. Hill Street / Sherman Street Discussion
3. Airport Hours Discussion

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
May 21, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Mark Taylor led the 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:

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

COUNCIL ABSENT:

None were absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

Mayor Davidson requested the agenda to be amended to remove under bids number three Rotor Bearings and to remove under new business number seven Chamber of Commerce Presentation.

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

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilwoman Robinson made a motion to Approve the Consent Agenda to include:

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Bill No. 2024-36

Bill No. 2024-38

Bill No. 2024-40

Councilman Collinsworth seconded.

Roll call vote:

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

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Tom Workman
No: None
Abstain: None
Passed.

VISITOR'S BUSINESS

There was no one present to speak under visitor's business.

UNFINISHED BUSINESS

Bill No. 2024-34: Article I Amending Section 710.180 Water Rates

AN ORDINANCE amending Section 710.180 "Water Rates – Generally – Classification of Consumers."

Attorney Snyder read Bill No. 2024-34 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-34; Councilman Workman seconded.

Finance Director Forest addressed the city council stating that this ordinance does need to be amended to change Section 710.180 Section 1(B)(3)(c.) from \$4.35 to \$4.68

Councilman Cobb made a motion to Amend Bill No. 2024-34 amend section 710.180 Section 1(B)(3)(c) from \$4.35 to \$4.68; Councilman Workman seconded.

Roll call vote to amend:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman
No: None
Abstain: None
Passed.

Roll call vote to approve amendment:

Yes: Carl Cobb, Charles Collinsworth, Richard Davidson, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman
No: None
Abstain: None

Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charges

AN ORDINANCE amending Section 705.450 "Classification of Users – Monthly Service Charges."

Attorney Snyder read Bill No. 2024-35 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-35; Councilwoman Humphrey seconded.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-37: Contract with CivicPlus Pay for Permit Payment and Integration

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into Agreement with CivicPlus, LLC, for the purpose of software to allow integration for permitting payment processing; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-37 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-37; Councilwoman Robinson seconded.

Finance Director Forest addressed the city council stating that this Bill No. 2024-37 agreement cost needs to be amended from \$4,500.00 to \$2,938.42. Staff was able to speak with the company and get this fee reduced.

Councilman Cobb made a motion to Amend the Agreement from \$4500.00 to \$2928.42; Councilman Workman seconded.

Roll call vote to amend the agreement fee from \$4,500.00 to \$2,928.42:

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

No: None

Abstain: None

Passed.

Roll call vote to approve the amended agreement:

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

No: None

Abstain: None

Passed.

BIDS

Summary of Bank Bids

Mayor removed himself from the dais due to his seat on the First Community Bank board, and Mayor Pro Tempore Robinson took over the meeting for this agenda item.

Finance Director Forest addressed the city council stating that the purpose of this agenda item is to approve of a bank for city banking services. Packets were sent to nine institutions and notifications were posted in the Neosho Daily News and on the City's website. Three banks submitted bids, four banks declined to bid, and two did not respond. The bid for services will be a 5 year period. Bids for Banking Services were opened at 2:00 pm on Friday, May 3, 2024. Staff recommend approving the bid from First Community Bank due to the fixed

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higher interest rate on our accounts.

Councilman Collinsworth made a motion to Approve and discuss; Councilman Workman seconded.

Roll call vote:

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

No: Richard Davidson

Abstain: None

Passed.

Councilman Collinsworth made a motion to Approve the bid from First Community Bank for city banking services; Councilman Workman seconded.

Roll call vote:

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

No: Richard Davidson

Abstain: None

Passed.

AVT EZ Water Valve Bid

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the purchase and installation of 4 AVT EZ Valves. Staff have identified sections of the water distribution for additional zone monitoring of water loss. Meters have been purchased and require 4 valves to be inserted for the installation and future maintenance of the meters. We sent out two bid packets and received three back.

Shulte Supply total bid: \$46,424.27

Core & Main total bid: \$52,500.00

MB Construction total bid: \$49,960.00

This is not a budgeted item and will need a budget amendment if approved.

Councilwoman Thomas made a motion to Approve the bid from Shulte Supply in the amount of \$46,424.27; Councilwoman Robinson seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

PUBLIC HEARINGS

Public Hearing for Annexation for 1630 Industrial Park_MFA Propane

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Mayor Davidson opened the Public Hearing for Annexation of 1630 Industrial Park MFA Propane at 7:18 p.m.

There was no one present to speak.

Mayor Davidson closed the Public Hearing at 7:19 p.m.

Public Hearing for Rezoning of 12966 Kerman Lane from C-3 to RV Park Zone

Mayor Davidson opened the Public Hearing for the Rezoning of 12966 Kerman Lane from C-3 to RV Park Zone at 7:19 p.m.

There was no one present to speak.

Mayor Davidson closed the Public Hearing at 7:19 p.m.

Public Hearing for Rezoning of 1420 N. Business 49 Neosho Storage from R-1 to C-3

Mayor Davidson opened the Public Hearing for the Rezoning of 1420 N. Business 49_Neosho Storage from R-1 to C-3 at 7:20 p.m.

There was no one present to speak.

Mayor Davidson closed the Public Hearing at 7:20 p.m.

NEW BUSINESS

Bill No. 2024-41: Amendment to Language Business and Occupation Code 600

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation of the Code of Ordinances by repealing and replacing Chapter 605 Licenses and Miscellaneous Business Regulations to amend requirements and business license fees; by repealing and replacing Chapter 610 Amusements, Section 610.140 Expiration to set the month of expiration; and by repealing and replacing Chapter 615 Peddlers, Solicitors and Canvassers to amend requirements and add a new temporary merchant license to the City Code of Ordinances.

Attorney Snyder read Bill No. 2024-41 in title only.

Councilwoman Humphrey made a motion to Approve and Discuss Bill No. 2024-41; Councilman Workman seconded.

Finance Director Forest addressed the city council stating that the purpose of this agenda item is to seek council approval to update the language of Chapter 600 of the City Code. The city has received requests to modify the current requirement for business licenses for all merchants in the city. The current ordinance is making it difficult for local merchants to bring special events to the city that include retail sales for non-local merchants by requiring visiting merchants to obtain a solicitor peddler and canvasser license for short-term events. This request prompted a change to review the entire code section under Title VI Business and Occupation. Chapter 605 has been reviewed and revised for language to both businesses and contractors, as well as fee structure. Chapter 610 has been revised to update the date to September. Chapter 615 adds a new license and updates the language. The new license is for Mobile/Temporary Merchants for visiting merchants. The language update is to include certain statutory requirements and seek clarity among some of the more

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ambiguous areas.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-42: Blevins Asphalt Construction Company Inc. Agreement for 2024 Overlay

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-42 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-42; Councilwoman Robinson seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for the Mayor to sign the Overlay and Asphalt Milling Agreement with Blevins Asphalt Construction Company. This is the agreement with Blevins Asphalt Construction Company to complete resurfacing and milling on approximately 3 miles of City Streets where the Council approved the bid of \$328,578.65.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-43: Request for Rezoning for the area near 12966 Kerman Lane from C-3 Commercial Business District to RV Park District

AN ORDINANCE of the City of Neosho to amend the zoning District Map for the City of Neosho for certain property within the limits of the City located at 12966 Kerman Lane Neosho, Missouri, as requested by the owners, Ed R. Marcum and Ida S. Marcum, from a District “C-3” Commercial Business District to a “RV” Recreational Park District.

Attorney Snyder read Bill No. 2024-43 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-43; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for a zoning change in the area near 12966 Kerman Lane from C-3 Commercial to RV Park District. After proper notifications, postings, and public hearing, this rezoning request was accepted

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by the Planning and Zoning Commission without additional comment.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-44: Request for Rezoning Change for the Property near 1420 N Business 49 from R-1 to C-3

AN ORDINANCE of the City of Neosho to amend the zoning District Map for the City of Neosho for certain property within the limits of the City located at 1420 N. Business 49, Neosho, Missouri, as requested by the owner, Neosho Storage, LLC, from a District “R-1” First Dwelling House District to a District “C-3” Commercial Business District.

Attorney Snyder read Bill No. 2024-44 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-44; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the rezoning of the property near 1420 N Business 49 from R-1 First Dwelling House District to C-3 Commercial Business District. This property was annexed into the City as R-1 First Dwelling House District by default under the old ordinance. The property owner wishes to rezone the property to a C-3 Commercial Business District. After proper notifications, postings, and public hearing, this rezoning request was accepted by the Planning and Zoning Commission without additional comment.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-46: Amending Section 405.270 Board of Adjustments Members

AN ORDINANCE of the City of Neosho amending Title IV Land Use, Chapter 405 Zoning Regulations, Article IV Administration to amend Section 405.270 Board of Adjustment –Powers and Duties, by repealing and replacing Paragraph B. of the Code of Ordinances to allow appointment of three alternate members pursuant to Chapter 89 RSMo.

Attorney Snyder read Bill No. 2024-46 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-46; Councilwoman Humphrey seconded.

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City Manager Kennedy addressed the city council stating that this item is to amend section 405.270 of the Neosho City Code. The Board shall consist of five (5) residents appointed by the Mayor and approved by the City Council, along with three (3) alternate members to serve in the absence of or the disqualification of the regular members. The new revision aligns with the Missouri State Statute authorizing alternate board members to serve in the absence or disqualification of regular members.

Roll call vote:

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

No: None

Abstain: None

Passed.

Playground Scrap Tire Material Grant

Parks and Recreation Director Balls addressed the city council stating that this item is to seek council's approval to submit a grant for Recycled Tire Material. This material will be used as mulch in playground areas and also be used to purchase picnic tables and benches made from this material. The Missouri Department of Natural Resources has reached out to us for this grant opportunity. The Grant offers up to \$50,000 with no match required. Applications must be submitted by June 14th, 2024.

By a consensus of council to move forward with the grant application and bring it to the June 4th meeting for approval.

REPORT OF CITY OFFICERS

April Financial Report

Finance Director Forest addressed the council giving an overview of the April Financial reports.

Royal Crest Subdivision Update

Development Services Director Leavens addressed the council and updated the council on the Royal Crest Subdivision on Greenwood Blvd. The original owner that platted this property passed away and a new owner just purchased this area to develop this subdivision.

December Lighting Ceremony in the Park – KNEO

City Manager Kennedy addressed the city council stating that the December Lighting in the Park 2023 was all handled by KNEO. This event was handled very well, and my plan is to continue with KNEO running this event.

Municipal Pool

The pool is officially ready to go for the Memorial Weekend, and it will open this Saturday. Big Spring Park wading pool also is ready to open Memorial Weekend.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the May 21, 2024 Council Meeting at 7:43 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: May 21, 2024

ITEM: Bill No. 2024-41: Amendment to Language Business and Occupation Code 600

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-41 Ch 605 Ch 610 Ch 615 Bus Licenses
 2. Business and Occupation Code 600- 3.19.2024 Redline
 3. Business and Occupation Code 600- 3.19.2024 Final includes 610
-

PURPOSE:

To seek Councils approval to update the language of Chapter 600 of the City Code.

BACKGROUND:

The city has received requests to modify the current requirement for business licenses for all merchants in the city. The current ordinance is making it difficult for local merchants to bring special events to the city that include retail sales for non-local merchants by requiring visiting merchants to obtain a solicitor peddler and canvasser license for short-term events. This request prompted a change to review the entire code section under Title VI Business and Occupation. Chapter 605 has been reviewed and revised for language to both businesses and contractors, as well as fee structure.

Chapter 610 has been revised to update the date to September.

Chapter 615 adds a new license and updates the language. The new license is for Mobile/Temporary Merchants for visiting merchants. The language update is to include certain statutory requirements and seek clarity among some of the more ambiguous areas.

RECOMMENDATION:

Staff recommends approval of the revised language and the mayor to execute.

AN ORDINANCE of the City of Neosho amending Title VI Business and Occupation of the Code of Ordinances by repealing and replacing Chapter 605 Licenses and Miscellaneous Business Regulations to amend requirements and business license fees; by repealing and replacing Chapter 610 Amusements, Section 610.140 Expiration to set the month of expiration; and by repealing and replacing Chapter 615 Peddlers, Solicitors and Canvassers to amend requirements and add a new temporary merchant license to the City Code of Ordinances.

WHEREAS, having reviewed the Code of Ordinances for the City of Neosho, the City Council has determined that the requirements and fees for business licenses should be amended.

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

Section 1. That Title VI Business and Occupation of the Code of Ordinances is amended by repealing Chapter 605 Licenses and Miscellaneous Business Regulations and to replace it with a new Chapter 605 Licenses and Miscellaneous Business Regulations and the same is hereby adopted to read as follows:

“Chapter 605 Licenses and Miscellaneous Business Regulations”

“Charter Reference — Power to license, tax and regulate businesses, occupations, professions, vocations, activities and things §7.01.

Cross References — Permit required for parades and processions, §340.050; soliciting business by standing in roadway, §345.100; license required for trailer camps, §420.070; garbage and trash containers in trailer camps, §420.280; permits and inspections for electrical work, ch. 505, art. III; plumbing licenses, permits and inspections, ch. 510, art. II; permit fees for mechanical work, §515.030; licenses and permit for moving of buildings, ch. 530, art. II; permits for street excavation, ch. 545, art. II; alcoholic beverage licenses, ch. 600, art. III; operators licenses for pool halls, ch. 610, art. III; permit and license for peddlers, ch. 615; pawnbrokers, ch. 620; certificate of public convenience and necessity for taxicabs, ch. 625, art. II; drivers licenses for taxicab drivers, ch. 625, art. III.”

“Article I
Licenses — Generally”

“Section 605.010 **Required.**

Every person engaged in any business, occupation, pursuit, profession or trade, or in the keeping or maintaining of any institution, establishment, article, utility or commodity as specified by this article shall procure and pay for a license therefor from the City except those excluded State statute RSMo 71.620 and/or the provisions for merchants temporary under Chapter 615 of the City Code

A business is any activity engaged in by any person as defined by RSMo 144.010

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license, pursuant to Sections 605.160-605.170.

Section 605.020 Form — Reserved.

Section 605.030 Prerequisites to Issuance.

No license provided for or required under any of the provisions of this Code or other ordinances of the City shall be issued by the City Collector or agent or any other department thereof to any person if the business is indebted to the City for nonpayment of any fees for licenses, permits, utility bills, or any other debts of the City.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.

- A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:
1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
 2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
 3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
 4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
 5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
- 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.

Section 605.050 Issuance to Two or More Persons, Etc. — Assignability.

A license may be issued to any corporation, association or partnership, or to two (2) or more persons engaged in any joint enterprise, the same as to a single person and for the same charge, except where otherwise specifically provided; provided, that, no license or permit issued shall be assignable unless specifically provided for by the provisions of this Code or other ordinances.

Section 605.060 Separate License Required for Each Place of Business and Each Business at Same Location.

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this Article and for each location of the same business, occupation or calling. Every merchant or corporation who is engaged in more than one of the businesses, trades or occupations named in this Article for which a license is required shall be required to obtain a separate license for each business, whether the business be conducted in the same place or not. This provision shall not apply to a business who is licensed under Section 605.010 and in good standing seeking a temporary 3-day relocation from a permanent business address.

Section 605.070 Licenses to Be Preserved and Displayed.

All licenses granted by the City pursuant to this Article shall be carefully preserved and shall be displayed in a conspicuous place in the places of business authorized to be conducted by such licenses. Failure to display a license in said manner shall be prima facie evidence of doing business without a license, punishable under Section **605.130**.

Section 605.080 Term — Expiration Date — When Licenses Delinquent.

All licenses pursuant to this Article shall be issued by the City Collector for a period of one (1) year, unless otherwise specified by this Article, and shall expire on the next following thirtieth (30th) day of September and all fees for licenses issued pursuant to this Article shall become delinquent on the next succeeding October first (1st) after issuance.

Section 605.090 Fees — Generally.

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000 gross sales	\$25.00
Sales Exceed \$100,001	\$50.00
Sales Exceed \$300,001	\$75.00

	Fee
Sales Exceed \$500,001	\$100.00
For each additional \$1,000,000 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

Section 605.100 Fees — Non-Resident Plumbers, General Contractors, Special Contractors, Subcontractors and Electricians.

Every person whose residence or situs is outside the corporate limits of the City, applying for a license as an electrician, general contractor, special contractor, subcontractor or plumber shall be entitled to the issuance of the license applied for at the annual fee of

Resident City limits of Neosho	\$25.00
Resident Newton County	\$50.00
Outside Newton County	\$100.00

Section 605.110 Fees — Payment Prerequisite to Issuance of License.

The City Collector shall not issue any license pursuant to this Article until the party applying for the same shall have paid the City Collector the sum of money charged therefor.

Section 605.120 Fees — Penalty for Delayed Payment.

For each month or fraction thereof, except the month of October, that any license tax remains unpaid, after the same becomes due and payable, there shall be added to such license a penalty of five percent (5%) per month of the amount of license tax. The penalty herein provided shall be in addition to all other penalties elsewhere provided for the violation of the provisions of this Article.

Section 605.130 Doing Business Without License — Making Certain False Statements.

Any person who engages in any business, occupation, pursuit, profession or trade or in keeping or maintaining any institution, establishment, article, utility or commodity, without first procuring and paying for a license to do so, or who knowingly makes a false statement in his/her application for an occupation license as to conditions or factors on which the license fee is or shall be based shall be deemed guilty of a misdemeanor.

Section 605.140 Duties of Chief of Police.

It shall be the duty of the Chief of Police to prevent any person commencing, carrying on or conducting any business, trade, calling, amusement, entertainment or other thing for which a

license is required without first procuring from the City a license therefor. It is hereby made the duty of the Chief of Police to report to the proper authorities of the City all violations therefore, to make arrests and to cooperate with the City Collector and other officials of the City in a strict enforcement of the provisions of this Chapter and all other license laws and ordinances.”

“Article II
Miscellaneous Provisions Regulations”

“Section 605.150 **Bed and Breakfast Facilities.**

- A. Bed and breakfast facilities are subject to the following minimum standards:
1. A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel, except that a special use permit shall be required in any residential area. A bed and breakfast shall not operate as a restaurant unless zoned and licensed to do so.
 2. A bed and breakfast shall be owner occupied. One (1) outside employee will be allowed to operate the business.
 3. The provisions of this Section shall not be interpreted to affect locating zoning, fire safety, or housing regulations, except as set out in this Section.
 4. A bed and breakfast shall serve breakfast at no extra cost to its tenants.
 5. A bed and breakfast shall conform to all Federal, State and local laws and regulations concerning health, safety, licensing, non-discrimination or any other applicable law or regulations.
 6. A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking.
 7. A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing guest room locations, exits, location of smoke detectors and fire extinguishers.
 8. The Council of the City of Neosho may revoke any special use permit granted under this Section for violation of any condition of said permit or if said facility shall become a nuisance to the community in which it is located.
 9. Bed and breakfast facilities shall also be subject to any other conditions set by the City Council of the City of Neosho.
 10. All bed and breakfast facilities shall contain a minimum of two thousand (2,000) square feet of living area.”

“Article III
Revocation of Licenses-Chapters 605, 610 & 615”

“Section 605.160 **Revocation of License — Grounds for Revocation.**

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:
1. Fraud, misrepresentation or false statement contained in the application for license.
 2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.

3. Any violation of the relevant Chapter and/or any other provision of the Code of Ordinances.
4. Conviction of any felony or other crime involving dishonesty.

Section 605.170 Notice of Revocation and Hearing.

Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and the licensee or permittee. After receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.”

Section 2. That Title VI Business and Occupation of the Code of Ordinances is amended by repealing Chapter 610 Amusements, Section 610.140 Expiration and to replace it with a new Chapter 610 Amusements, Section 610.140 and the same is hereby adopted to read as follows:

“Chapter 610 Amusements”

“Section 610.140 **Expiration.**”

“All licenses issued pursuant to this Article shall expire on the thirtieth (30th) day of September of each year, regardless of what month they may be issued; provided, that any license issued after the thirty-first (31st) day of December shall expire as aforesaid.”

Section 3. That Title VI Business and Occupation of the Code of Ordinances is amended by repealing Chapter 615 Peddlers, Solicitors and Canvassers and to replace it with a new Chapter 615 Peddlers, Solicitors, Canvassers and Mobile Merchant and the same is hereby adopted to read as follows:

“Chapter 615 Peddlers, Solicitors, Canvassers and Mobile Merchant”

“Charter Reference — Authority to license and regulate businesses and occupations §7.01.

Cross Reference — Licenses and business regulations, ch. **605.**”

“Section 615.010 **Definitions.**

As used in this Chapter, the following terms shall have the meanings set out herein:

PEDDLER

Includes any person whether a resident of the City of Neosho or not who travels from place to place, from house to house, or from street to street carrying, conveying or transporting goods, wares, or merchandise of any nature, offering or exposing the same for sale or soliciting the sale of goods, wares, or merchandise from any vehicle, truck, trailer or other mobile unit in the City or anyone who offers for sale merchandise or solicits business by means of a telephone from within the City.

PERSON

Includes the singular and plural and shall also mean and include any person, firm, corporation, association, club, partnership, society or any other organization.

SOLICITOR AND CANVASSER

A person who travels from place to place taking or attempting to take orders for the sale of goods, wares and merchandise or property of any nature for future delivery or for services to be furnished or performed in the future.

MOBILE MERCHANT /Merchant Temporary

Mobile Merchant means any person who is not eligible for a license under Chapter 605 and that sells or offers merchandise or wares for sale on a temporary basis and shall include special events

Section 615.020 Permit and License.

It shall be unlawful for any person to engage in the business of peddler, solicitor, canvasser, and mobile merchant as defined in this Chapter within the corporate limits of the City of Neosho without first obtaining a permit and license as provided herein and without paying the prescribed fee for issuance of the same.

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 615.030 Excluded Persons.

A. The following persons are excluded from the application of the provisions of this Chapter:

1. Persons engaged in selling personal property at wholesale to dealers in such property;
2. Merchants having regular places of business in the City and their employees in taking orders at the houses of their customers for goods, wares and merchandise held in stock at such places of business and in delivering the goods so ordered. Such exclusion shall not apply to a person who for himself/herself or another person, firm or corporation hires, leases, uses or occupies a building, structure or shelter or any other place for the purpose of exhibiting samples and taking orders for present or future delivery;
3. Persons selling daily or weekly newspapers or selling advertisements for daily or weekly newspaper, or persons selling advertising for radio or television stations;

4. Charitable, nonprofit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying nonprofit corporations and their agents, servants and representatives who solicit funds or sell items without actual or anticipated profit unless all proceeds of such sales over the cost of the items sold are dedicated to the purposes for which the organization is formed;
5. Organizations formed within schools and churches serving Neosho, Missouri, who solicit or sell items for purposes incidental to such school or church; and
6. Special events sponsored by local trade groups or civic organizations; including but not limited to fall festival, sidewalk sale and Christmas parade, which are approved by the City Council.
7. Persons selling at an event held on premises used primarily as an event center and hosted by the owner of the event center and also licensed and in good standing pursuant to Chapter 605 of this Code.
8. Those individuals who meet the definition as written in RSMO 144.030 (24).
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council.

Section 615.040 **Application**

An applicant for a permit or license hereunder shall file with the City Collector in duplicate a sworn application in writing, on a form to be furnished by the City Collector, setting forth the information required by this Chapter.

Section 615.050 **City Collector to Approve Application**

All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.

Section 615.060 **Investigation — Issuance of License Solicitor, Peddler or Canvasser.**

- A. *Police Report.* Upon receipt of an application for permit or license the City Collector shall refer one (1) copy to the Chief of Police, who shall note thereon any record concerning the applicant which may appear from the official records in his/her charge and return the same promptly to the City Collector.
- B. *City Collector's Inquiry.* The City Collector shall cause such other investigation or inquiry to be made concerning the applicant or applicant's employer as he/she may deem necessary to determine the character and business responsibility of the applicant and whether his/her application is in compliance with the terms and conditions of this Chapter. The City Collector shall also check to see if the applicant has paid any license fee from previous years.
- C. *Issuance of Permit or License.* If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory and the application is in compliance with the terms and conditions of this Chapter, the City Collector shall issue the permit or license.
- D. *Disapproval.* If, as a result of the investigation provided for in this Section, the applicant's character or business responsibility or that of his/her employer are found to be unsatisfactory

or the facts stated in such application are found to be untrue, the Chief of Police or City Collector shall endorse on such application his/her disapproval thereof and the reasons for the same and the City Collector shall then notify the applicant that his/her application has been disapproved and that no license will be issued.

- E. *Appeal.* Any applicant aggrieved by the action of the Chief of Police or the City Collector in the denial of a permit or license as provided herein shall have the right to appeal therefrom to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the action complained of has been given to the applicant personally or mailed, postage prepaid, to the address stated in his/her application. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the applicant at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.

Section 615.080 Transfer Prohibited.

No license or permit issued under the provisions of this Chapter shall be used or worn at any time by any person other than the one to whom it was issued. Violation of this Section shall constitute a misdemeanor.

Section 615.090 Use of Streets.

No peddler, canvasser or solicitor shall have any exclusive right to any location in the public streets nor shall any be permitted a stationary location nor shall any be permitted to operate in a congested area where operations might impede or inconvenience the public.

Section 615.100 Fees.

- A. *Rate.* For the issuance of a license under Section 615 Solicitor, Canvasser or Peddler the City Collector shall assess and receive a fee of \$ 10.00 plus an additional \$ 30.00 for background screening totaling \$40.00.
- B. *Rate.* For the issuance of a license under Section 615 Mobile Merchant the City Collector shall assess and receive a fee of \$10.00.
- C. *Exemption.* A license but no fee shall be required of one selling products of the farm or orchard actually produced by the seller on land owned or leased by the seller located within the State, nor shall any license be required of one selling firewood.

Section 615.110 Expiration of License.

All licenses issued under the provisions of this Chapter shall expire on the date specified on the license.

Section 615.120 Penalty.

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section **100.130** of this Code.”

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 5. This Ordinance shall be effective , 2024.

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

Title VI Business and Occupation

Chapter 605

Licenses and Miscellaneous Business Regulations

Charter Reference — Power to license, tax and regulate businesses, occupations, professions, vocations, activities and things §7.01.

Cross References — Permit required for parades and processions, §**340.050**; soliciting business by standing in roadway, §**345.100**; license required for trailer camps, §420.070; garbage and trash containers in trailer camps, §420.280; permits and inspections for electrical work, ch. **505**, art. **III**; plumbing licenses, permits and inspections, ch. **510**, art. **II**; permit fees for mechanical work, §**515.030**; licenses and permit for moving of buildings, ch. **530**, art. **II**; permits for street excavation, ch. **545**, art. **II**; alcoholic beverage licenses, ch. **600**, art. **III**; operators licenses for pool halls, ch. **610**, art. **III**; permit and license for peddlers, ch. **615**; pawnbrokers, ch. **620**; certificate of public convenience and necessity for taxicabs, ch. **625**, art. **II**; drivers licenses for taxicab drivers, ch. **625**, art. **III**.

Article I

Licenses — Generally

Section 605.010 **Required.**
[CC 1979 §15-16; Ord. No. 87-13, 6-16-1987]

Every person engaged in any business, occupation, pursuit, profession or trade, or in the keeping or maintaining of any institution, establishment, article, utility or commodity as specified by this article shall procure and pay for a license therefor from the City except those excluded State statute RSMo 71.620 and/or the provisions for merchants temporary under Chapter 615 of the City Code

A business is any activity engaged in by any person as defined by RSMo 144.010

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 605.020 **Form — Reserved.**
[CC 1979 §15-17; Ord. No. 87-13, 6-16-1987]

Section 605.030 Prerequisites to Issuance.
[CC 1979 §15-18; Ord. No. 87-13, 6-16-1987]

No license provided for or required under any of the provisions of this Code or other ordinances of the City shall be issued by the City Collector or agent or any other department thereof to any person if the business is indebted to the City for nonpayment of any fees for licenses, permits, utility bills, or any other debts of the City.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.
[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

- A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section **605.010**, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:
1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.
 2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.
 3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.
 4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.
 5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.
- 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.

Section 605.050 Issuance to Two or More Persons, Etc. — Assignability.
[CC 1979 §15-20; Ord. No. 87-13, 6-16-1987]

A license may be issued to any corporation, association or partnership, or to two (2) or more persons engaged in any joint enterprise, the same as to a single person and for the same charge, except where otherwise specifically provided; provided, that, no license or permit issued shall be assignable unless specifically provided for by the provisions of this Code or other ordinances.

Section 605.060 Separate License Required for Each Place of Business and Each Business at Same Location.

[CC 1979 §15-21; Ord. No. 87-13, 6-16-1987]

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this Article and for each location of the same business, occupation or calling. Every merchant or corporation who is engaged in more than one of the businesses, trades or occupations named in this Article for which a license is required shall be required to obtain a separate license for each business, whether the business be conducted in the same place or not. This provision shall not apply to a business who is licensed under Section 605.010 and in good standing seeking a temporary 3-day relocation from a permanent business address.

Section 605.070 Licenses to Be Preserved and Displayed.

[CC 1979 §15-22; Ord. No. 87-13, 6-16-1987]

All licenses granted by the City pursuant to this Article shall be carefully preserved and shall be displayed in a conspicuous place in the places of business authorized to be conducted by such licenses. Failure to display a license in said manner shall be prima facie evidence of doing business without a license, punishable under Section **605.130**.

Section 605.080 Term — Expiration Date — When Licenses Delinquent.

[CC 1979 §15-23; Ord. No. 87-13, 6-16-1987; Ord. No. 283-2022, 3-1-2022]

All licenses pursuant to this Article shall be issued by the City Collector for a period of one (1) year, unless otherwise specified by this Article, and shall expire on the next following thirtieth (30th) day of September and all fees for licenses issued pursuant to this Article shall become delinquent on the next succeeding October first (1st) after issuance.

Section 605.090 Fees — Generally.

[CC 1979 §15-24; Ord. No. 87-13, 6-16-1987; Ord. No. 408-2023, 6-16-2023]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$100,000 gross sales	\$25.00
Sales Exceed \$100,001	\$50.00
Sales Exceed \$300,001	\$75.00
Sales Exceed \$500,001	\$100.00
For each additional \$1,000,000 in taxable gross sales	\$25.00
All Manufacturers/Wholesale/Banking Institutions	
Flat Rate	\$150.00

Section 605.100 Fees — Non-Resident Plumbers, General Contractors, Special Contractors, Subcontractors and Electricians.
[CC 1979 §15-25; Ord. No. 87-13, 6-16-1987]

Every person whose residence or situs is outside the corporate limits of the City, applying for a license as an electrician, general contractor, special contractor, subcontractor or plumber shall be entitled to the issuance of the license applied for at the annual fee of

Resident City limits of Neosho	\$25.00
Resident Newton County	\$50.00
Outside Newton County	\$100.00

Section 605.110 Fees — Payment Prerequisite to Issuance of License.
[CC 1979 §15-26; Ord. No. 87-13, 6-16-1987]

The City Collector shall not issue any license pursuant to this Article until the party applying for the same shall have paid the City Collector the sum of money charged therefor.

Section 605.120 Fees — Penalty for Delayed Payment.
[CC 1979 §15-27; Ord. No. 87-13, 6-16-1987; Ord. No. 284-2022, 3-1-2022]

For each month or fraction thereof, except the month of October, that any license tax remains unpaid, after the same becomes due and payable, there shall be added to such license a penalty of five percent (5%) per month of the amount of license tax. The penalty herein provided shall be in addition to all other penalties elsewhere provided for the violation of the provisions of this Article.

Section 605.130 Doing Business Without License — Making Certain False Statements.
[CC 1979 §15-28; Ord. No. 87-13, 6-16-1987]

Any person who engages in any business, occupation, pursuit, profession or trade or in keeping or maintaining any institution, establishment, article, utility or commodity, without first procuring and paying for a license to do so, or who knowingly makes a false statement in his/her application for an occupation license as to conditions or factors on which the license fee is or shall be based shall be deemed guilty of a misdemeanor.

Section 605.140 Duties of Chief of Police.
[CC 1979 §15-29; Ord. No. 87-13, 6-16-1987]

It shall be the duty of the Chief of Police to prevent any person commencing, carrying on or conducting any business, trade, calling, amusement, entertainment or other thing for which a license is required without first procuring from the City a license therefor. It is hereby made the duty of the Chief of Police to report to the proper authorities of the City all violations therefore, to make arrests and to cooperate with the City Collector and other officials of the City in a strict enforcement of the provisions of this Chapter and all other license laws and ordinances.

Article II

Miscellaneous Provisions Regulations

Section 605.150 Bed and Breakfast Facilities.

[CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992]

A. Bed and breakfast facilities are subject to the following minimum standards:

1. A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel, except that a special use permit shall be required in any residential area. A bed and breakfast shall not operate as a restaurant unless zoned and licensed to do so.
2. A bed and breakfast shall be owner occupied. One (1) outside employee will be allowed to operate the business.
3. The provisions of this Section shall not be interpreted to affect locating zoning, fire safety, or housing regulations, except as set out in this Section.
4. A bed and breakfast shall serve breakfast at no extra cost to its tenants.
5. A bed and breakfast shall conform to all Federal, State and local laws and regulations concerning health, safety, licensing, non-discrimination or any other applicable law or regulations.
6. A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking.
7. A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing guest room locations, exits, location of smoke detectors and fire extinguishers.
8. The Council of the City of Neosho may revoke any special use permit granted under this Section for violation of any condition of said permit or if said facility shall become a nuisance to the community in which it is located.
9. Bed and breakfast facilities shall also be subject to any other conditions set by the City Council of the City of Neosho.
10. All bed and breakfast facilities shall contain a minimum of two thousand (2,000) square feet of living area.

“Section 605.160 Revocation of License — Grounds for Revocation.

- A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:
1. Fraud, misrepresentation or false statement contained in the application for license.
 2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.
 3. Any violation of the relevant Chapter and/or any other provision of the Code of Ordinances.
 4. Conviction of any felony or other crime involving dishonesty.

Section 605.170 Notice of Revocation and Hearing.

Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and the licensee or permittee. After

receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.”

Chapter 610

Amusements

Cross Reference — Parks and recreation, ch. 235.

Article I

In General

Section 610.140 **Expiration.**

[Code 1962 §25-12; CC 1979 §5-33; Ord. No. 936 §3, 10-5-1976]

All licenses issued pursuant to this Article shall expire on the thirtieth (30th) day of September of each year, regardless of what month they may be issued; provided, that any license issued after the thirty-first (31st) day of December shall expire as aforesaid.

Chapter 615

Peddlers, Solicitors and Canvassers

Charter Reference — Authority to license and regulate businesses and occupations §7.01.

Cross Reference — Licenses and business regulations, ch. 605.

Section 615.010 **Definitions.**

[CC 1979 §21-16; Ord. No. 88-26 §2, 5-17-1988]

As used in this Chapter, the following terms shall have the meanings set out herein:

PEDDLER

Includes any person whether a resident of the City of Neosho or not who travels from place to place, from house to house, or from street to street carrying, conveying or transporting goods, wares, or merchandise of any nature, offering or exposing the same for sale or soliciting the sale of goods, wares, or merchandise from any vehicle, truck, trailer or other mobile unit in the City or anyone who offers for sale merchandise or solicits business by means of a telephone from within the City.

PERSON

Includes the singular and plural and shall also mean and include any person, firm, corporation, association, club, partnership, society or any other organization.

SOLICITOR AND CANVASSER

A person who travels from place to place taking or attempting to take orders for the sale of goods, wares and merchandise or property of any nature for future delivery or for services to be furnished or performed in the future.

MOBILE MERCHANT /Merchant Temporary

Mobile Merchant means any person who is not eligible for a license under Chapter 605 and that sells or offers merchandise or wares for sale on a temporary basis and shall include special events

Section 615.020 **Permit and License.**

[CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988]

It shall be unlawful for any person to engage in the business of peddler, solicitor, canvasser, and mobile merchant as defined in this Chapter within the corporate limits of the City of Neosho without first obtaining a permit and license as provided herein and without paying the prescribed fee for issuance of the same.

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 615.030 **Excluded Persons.**

[CC 1979 §21-18; Ord. No. 88-26 §2, 5-17-1988]

A. The following persons are excluded from the application of the provisions of this Chapter:

1. Persons engaged in selling personal property at wholesale to dealers in such property;
2. Merchants having regular places of business in the City and their employees in taking orders at the houses of their customers for goods, wares and merchandise held in stock at such places of business and in delivering the goods so ordered. Such exclusion shall not apply to a person who for himself/herself or another person, firm or corporation hires, leases, uses or occupies a building, structure or shelter or any other place for the purpose of exhibiting samples and taking orders for present or future delivery;
3. Persons selling daily or weekly newspapers or selling advertisements for daily or weekly newspaper, or persons selling advertising for radio or television stations;
4. Charitable, nonprofit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying nonprofit corporations and their agents, servants and representatives who solicit funds or sell items without actual or anticipated profit unless all proceeds of such sales over the cost of the items sold are dedicated to the purposes for which the organization is formed;
5. Organizations formed within schools and churches serving Neosho, Missouri, who solicit or sell items for purposes incidental to such school or church; and
6. Special events sponsored by local trade groups or civic organizations; including but not limited to fall festival, sidewalk sale and Christmas parade, which are approved by the City Council.
7. Persons selling at an event held on premises used primarily as an event center and hosted by the owner

of the event center and also licensed and in good standing pursuant to Chapter **605** of this Code. **[Ord. No. 407-2023, 5-2-2023]**

8. Those individuals who meet the definition as written in RSMO 144.030 (24). Section 615.040 Application.
9. Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council

[CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988]

An applicant for a permit or license hereunder shall file with the City Collector in duplicate a sworn application in writing, on a form to be furnished by the City Collector, setting forth the information required by this Chapter.

Section 615.050 City Collector to Approve Application
[CC 1979 §21-20; Ord. No. 88-26 §2, 5-17-1988]

All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.

Section 615.060 Investigation — Issuance of License Solicitor, Peddler or Canvasser.
[CC 1979 §21-21; Ord. No. 88-26 §2, 5-17-1988]

- A. *Police Report.* Upon receipt of an application for permit or license the City Collector shall refer one (1) copy to the Chief of Police, who shall note thereon any record concerning the applicant which may appear from the official records in his/her charge and return the same promptly to the City Collector.
- B. *City Collector's Inquiry.* The City Collector shall cause such other investigation or inquiry to be made concerning the applicant or applicant's employer as he/she may deem necessary to determine the character and business responsibility of the applicant and whether his/her application is in compliance with the terms and conditions of this Chapter. The City Collector shall also check to see if the applicant has paid any license fee from previous years.
- C. *Issuance of Permit or License.* If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory and the application is in compliance with the terms and conditions of this Chapter, the City Collector shall issue the permit or license.
- D. *Disapproval.* If, as a result of the investigation provided for in this Section, the applicant's character or business responsibility or that of his/her employer are found to be unsatisfactory or the facts stated in such application are found to be untrue, the Chief of Police or City Collector shall endorse on such application his/her disapproval thereof and the reasons for the same and the City Collector shall then notify the applicant that his/her application has been disapproved and that no license will be issued.
- E. *Appeal.* Any applicant aggrieved by the action of the Chief of Police or the City Collector in the denial of a permit or license as provided herein shall have the right to appeal therefrom to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the action complained of has been given to the applicant personally or mailed, postage prepaid, to the address stated in his/her application. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the applicant at least five (5) days prior to the

date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.

Section 615.070 **Reserved**

Section 615.080 **Reserved**

Section 615.090 **Transfer Prohibited.**
[CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988]

No license or permit issued under the provisions of this Chapter shall be used or worn at any time by any person other than the one to whom it was issued. Violation of this Section shall constitute a misdemeanor.

Section 615.100 **Use of Streets.**
[CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988]

No peddler, canvasser or solicitor shall have any exclusive right to any location in the public streets nor shall any be permitted a stationary location nor shall any be permitted to operate in a congested area where operations might impede or inconvenience the public.

Section 615.110 **Fees.**
[CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988]

- A. *Rate.* For the issuance of a license under Section 615 Solicitor, Canvasser or Peddler the City Collector shall assess and receive a fee of \$ 10.00 plus an additional \$ 30.00 for background screening totaling \$40.00.
- B. *Rate.* For the issuance of a license under Section 615 Mobile Merchant the City Collector shall assess and receive a fee of \$10.00.
- C. *Exemption.* A license but no fee shall be required of one selling products of the farm or orchard actually produced by the seller on land owned or leased by the seller located within the State, nor shall any license be required of one selling firewood.

Section 615.120 **Expiration of License.**
[CC 1979 §21-27; Ord. No. 88-26 §2, 5-17-1988]

All licenses issued under the provisions of this Chapter shall expire on the date specified on the license.

Section 615.130 **Penalty.**
[CC 1979 §21-28; Ord. No. 88-26 §2, 5-17-1988]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section **100.130** of this Code.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Title VI Business and Occupation

Chapter 605

Licenses and Miscellaneous Business Regulations

Charter Reference — Power to license, tax and regulate businesses, occupations, professions, vocations, activities and things §7.01.

Cross References — Permit required for parades and processions, §**340.050**; soliciting business by standing in roadway, §**345.100**; license required for trailer camps, §420.070; garbage and trash containers in trailer camps, §420.280; permits and inspections for electrical work, ch. **505**, art. **III**; plumbing licenses, permits and inspections, ch. **510**, art. **II**; permit fees for mechanical work, §**515.030**; licenses and permit for moving of buildings, ch. **530**, art. **II**; permits for street excavation, ch. **545**, art. **II**; alcoholic beverage licenses, ch. **600**, art. **III**; operators licenses for pool halls, ch. **610**, art. **III**; permit and license for peddlers, ch. **615**; pawnbrokers, ch. **620**; certificate of public convenience and necessity for taxicabs, ch. **625**, art. **II**; drivers licenses for taxicab drivers, ch. **625**, art. **III**.

Article I

Licenses — Generally

Section 605.010 **Required.**
[CC 1979 §15-16; Ord. No. 87-13, 6-16-1987]

Every person engaged in any business, occupation, pursuit, profession or trade, or in the keeping or maintaining of any institution, establishment, article, utility or commodity as specified by this article shall procure and pay for a license therefor from the City except those excluded ~~by State law~~[statute RSMo 71.620](#) ~~and/or the provisions for merchants temporary under Chapter 615 of the City Code.~~

~~A business is any activity engaged in by any person-~~ [as defined by RSMo 144.010](#)

~~Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.~~

~~Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.~~

Section 605.020 **Form** — ~~Validation~~[Reserved](#).
[CC 1979 §15-17; Ord. No. 87-13, 6-16-1987]

~~The following form shall be used for all regular business licenses. All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.~~

APPLICATION FOR BUSINESS LICENSE

New Application

Renewal Application

Name

Date of Birth

Address

SS#

Home Phone

Business Phone

Sales Tax Number

Zoning Classification

Business Gross Sales: (check appropriate line)

_____ from \$0 to \$50,000 gross sales

_____ over \$50,000 to \$100,000 gross sales

_____ over \$100,000 to \$500,000 gross sales.

_____ over \$500,000 gross sales

Type of bond and amount

Issuing company for bond

Name of company representing

Address

Kinds of goods or services to be sold

Relationship with company

Applicant

Approved by:

City Collector or Agent

Section 605.030 **Prerequisites to Issuance.**
[CC 1979 §15-18; Ord. No. 87-13, 6-16-1987]

No license provided for or required under any of the provisions of this Code or other ordinances of the City shall be issued by the City Collector or agent or any other department thereof to any person if the business is indebted to the City for nonpayment of any fees for licenses, permits, utility bills, or any other debts of the City.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors and Subcontractors.

[CC 1979 §15-19; Ord. No. 87-13, 6-16-1987; Ord. No. 511-2012 §1, 8-7-2012]

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

- ~~1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.~~
- ~~2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars (\$50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars (\$300,000.00) for all damages arising out of injury to or destruction of property during the policy period.~~
- ~~3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.~~
- ~~4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.~~
- ~~5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.~~

~~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, a performance bond running to the City, ten thousand dollars (\$10,000.00).~~

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.

Section 605.050 Issuance to Two or More Persons, Etc. — Assignability.

[CC 1979 §15-20; Ord. No. 87-13, 6-16-1987]

A license may be issued to any corporation, association or partnership, or to two (2) or more persons engaged in any joint enterprise, the same as to a single person and for the same charge, except where otherwise specifically provided; provided, that, no license or permit issued shall be assignable unless specifically provided for by the provisions of this Code or other ordinances.

Section 605.060 Separate License Required for Each Place of Business and Each Business at Same Location.
[CC 1979 §15-21; Ord. No. 87-13, 6-16-1987]

A separate license shall be obtained for each place of business conducted, operated, maintained or carried on by every person engaged in any occupation, calling, trade or enterprise for which a license is required by this Article and for each location of the same business, occupation or calling. Every merchant or corporation who is engaged in more than one of the businesses, trades or occupations named in this Article for which a license is required shall be required to obtain a separate license for each business, whether the business be conducted in the same place or not. ~~This provision shall not apply to a business who is licensed under Section 605.010 and in good standing seeking a temporary 3-day relocation from a permanent business address. license in addition to a license issued for a permanent business address.~~

Section 605.070 Licenses to Be Preserved and Displayed.
[CC 1979 §15-22; Ord. No. 87-13, 6-16-1987]

All licenses granted by the City pursuant to this Article shall be carefully preserved and shall be displayed in a conspicuous place in the places of business authorized to be conducted by such licenses. Failure to display a license in said manner shall be prima facie evidence of doing business without a license, punishable under Section 605.130.

Section 605.080 Term — Expiration Date — When Licenses Delinquent.
[CC 1979 §15-23; Ord. No. 87-13, 6-16-1987; Ord. No. 283-2022, 3-1-2022]

All licenses pursuant to this Article shall be issued by the City Collector for a period of one (1) year, unless otherwise specified by this Article, and shall expire on the next following thirtieth (30th) day of September and all fees for licenses issued pursuant to this Article shall become delinquent on the next succeeding October first (1st) after issuance.

Section 605.090 Fees — Generally.
[CC 1979 §15-24; Ord. No. 87-13, 6-16-1987; Ord. No. 408-2023, 6-16-2023]

All businesses with a permanent business address shall pay the following fees, based upon gross sales:

	Fee
From \$0 to \$50 100,000 gross sales	\$20.00 25.00
Sales Exceed Over \$50,000 100,001 to \$100,000 gross sales	\$30 50 .00
Sales Exceed Over \$100,000 300,001 to \$500,000 gross sales	\$40.00 75.00
Over Sales Exceed \$500,000 10 _gross sales	\$50.00 100.00
For each additional \$1,000,000 in taxable gross sales	\$25.00

	Fee
<u>All Manufacturers/Wholesale/Banking Institutions</u>	
<u>Flat Rate</u>	<u>\$150.00</u>

~~The fee structure under Chapter 605 for businesses will be effective with licenses renewed with effective date of October 1, 2025.~~

Commented [FL1]: I removed this section and will be effective upon approval.

Section 605.100 Fees — Non-Resident Plumbers, General Contractors, Special Contractors, Subcontractors and Electricians.
[CC 1979 §15-25; Ord. No. 87-13, 6-16-1987]

Every person whose residence or situs is outside the corporate limits of the City, applying for a license as an electrician, general contractor, special contractor, subcontractor or plumber shall be entitled to the issuance of the license applied for at the annual fee of

<u>Resident City limits of Neosho</u>	<u>\$25.00</u>
<u>Resident Newton County</u>	<u>\$50.00</u>
<u>Outside Newton County</u>	<u>\$100.00</u>

~~one dollar (\$1.00) provided, a resident of the City applying for a similar license in the municipality of the applicant's residence or situs would be issued such a license for the one dollar (\$1.00) fee. In the event that the municipality wherein the applicant maintains his/her residence or situs would require a resident of the City to pay a greater fee for the issuance of a similar license, then and in such event the applicant for a license from the City shall pay the same licensing fee which would be charged a resident of the City applying for a similar license in the municipality of the applicant's residence or situs. Determination of the fees charged by another municipality will be done by ordinary mail. If requested by the applicant, telephone or telegraphic confirmation will be made by the City Collector and the applicant will pay an additional five dollars (\$5.00) to offset the cost of the telephone call or telegraphic message.~~

Section 605.110 Fees — Payment Prerequisite to Issuance of License.
[CC 1979 §15-26; Ord. No. 87-13, 6-16-1987]

The City Collector shall not issue any license pursuant to this Article until the party applying for the same shall have paid the City Collector the sum of money charged therefor.

Section 605.120 Fees — Penalty for Delayed Payment.
[CC 1979 §15-27; Ord. No. 87-13, 6-16-1987; Ord. No. 284-2022, 3-1-2022]

For each month or fraction thereof, except the month of October, that any license tax remains unpaid, after the same becomes due and payable, there shall be added to such license a penalty of five percent (5%) per month of the amount of license tax. The penalty herein provided shall be in addition to all other penalties elsewhere provided for the violation of the provisions of this Article.

Section 605.130 Doing Business Without License — Making Certain False Statements.
[CC 1979 §15-28; Ord. No. 87-13, 6-16-1987]

Any person who engages in any business, occupation, pursuit, profession or trade or in keeping or maintaining any institution, establishment, article, utility or commodity, without first procuring and paying for a license to do so, or who knowingly makes a false statement in his/her application for an occupation license as to conditions or factors on which the license fee is or shall be based shall be deemed guilty of a misdemeanor.

Section 605.140 Duties of Chief of Police.
[CC 1979 §15-29; Ord. No. 87-13, 6-16-1987]

It shall be the duty of the Chief of Police to prevent any person commencing, carrying on or conducting any business, trade, calling, amusement, entertainment or other thing for which a license is required without first procuring from the City a license therefor. It is hereby made the duty of the Chief of Police to report to the proper authorities of the City all violations therefore, to make arrests and to cooperate with the City Collector and other officials of the City in a strict enforcement of the provisions of this Chapter and all other license laws and ordinances.

Article II
Miscellaneous Provisions Regulations

Section 605.150 Bed and Breakfast Facilities.
[CC 1979 §15-1; Ord. No. 92-51 §1, 11-3-1992]

- A. Bed and breakfast facilities are subject to the following minimum standards:
1. A bed and breakfast shall be considered to be a single-family residential structure and shall not be treated as a hotel, except that a special use permit shall be required in any residential area. A bed and breakfast shall not operate as a restaurant unless zoned and licensed to do so.
 2. A bed and breakfast shall be owner occupied. One (1) outside employee will be allowed to operate the business.
 3. The provisions of this Section shall not be interpreted to affect locating zoning, fire safety, or housing regulations, except as set out in this Section.
 4. A bed and breakfast shall serve breakfast at no extra cost to its tenants.
 5. A bed and breakfast shall conform to all Federal, State and local laws and regulations concerning health, safety, licensing, non-discrimination or any other applicable law or regulations.
 6. A bed and breakfast shall have a working smoke detector in every sleeping room and a fire extinguisher in proper working order on every floor. No significant or substantial landscaping or structures shall be removed to provide the required parking.
 7. A site plan of the property and a building floor plan shall be submitted with the application for special use permit showing guest room locations, exits, location of smoke detectors and fire extinguishers.
 8. The Council of the City of Neosho may revoke any special use permit granted under this Section for violation of any condition of said permit or if said facility shall become a nuisance to the community in which it is located.
 9. Bed and breakfast facilities shall also be subject to any other conditions set by the City Council of the City of Neosho.
 10. All bed and breakfast facilities shall contain a minimum of two thousand (2,000) square feet of living

area.

“Section 605.160 Revocation of License — Grounds for Revocation.

A. Permits and licenses issued under the provisions of Chapters 605, 610 and 615 may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:

- 1. Fraud, misrepresentation or false statement contained in the application for license.**
- 2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.**
- 3. Any violation of the relevant Chapter and/or any other provision of the Code of Ordinances.**
- 4. Conviction of any felony or other crime involving dishonesty.**

Section 605.170 Notice of Revocation and Hearing.

Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and the licensee or permittee. After receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the revocation. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the licensee or permittee at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.”

Chapter 615

Peddlers, Solicitors and Canvassers

Charter Reference — Authority to license and regulate businesses and occupations §7.01.

Cross Reference — Licenses and business regulations, ch. 605.

Section 615.010 Definitions.

[CC 1979 §21-16; Ord. No. 88-26 §2, 5-17-1988]

As used in this Chapter, the following terms shall have the meanings set out herein:

PEDDLER

Includes any person whether a resident of the City of Neosho or not who travels from place to place, from house to house, or from street to street carrying, conveying or transporting goods, wares, or merchandise of any nature, offering or exposing the same for sale or soliciting the sale of goods, wares, or merchandise from any vehicle, truck, trailer or other mobile unit in the City or anyone who offers for sale merchandise or solicits business by means of a telephone from within the City.

PERSON

Includes the singular and plural and shall also mean and include any person, firm, corporation, association, club, partnership, society or any other organization.

SOLICITOR AND CANVASSER

A person who travels from place to place taking or attempting to take orders for the sale of goods, wares and merchandise or property of any nature for future delivery or for services to be furnished or performed in the future.

MOBILE MERCHANT /Merchant Temporary

Mobile Merchant means any person who is not eligible for a license under Chapter 605 and that sells or offers for sale merchandise or wares merchandise or wares for sale on a temporary basis and shall include special events;

Section 615.020 **Permit and License.**

[CC 1979 §21-17; Ord. No. 88-26 §2, 5-17-1988]

It shall be unlawful for any person to engage in the business of peddler, solicitor, ~~or~~ canvasser, and mobile merchant as defined in this Chapter within the corporate limits of the City of Neosho without first obtaining a permit and license as provided herein and without paving-paying the prescribed fee for issuance of the same.

Each business shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

Section 615.030 **Excluded Persons.**

[CC 1979 §21-18; Ord. No. 88-26 §2, 5-17-1988]

- A. The following persons are excluded from the application of the provisions of this Chapter:
1. Persons engaged in selling personal property at wholesale to dealers in such property;
 2. Merchants having regular places of business in the City and their employees in taking orders at the houses of their customers for goods, wares and merchandise held in stock at such places of business and in delivering the goods so ordered. Such exclusion shall not apply to a person who for himself/herself or another person, firm or corporation hires, leases, uses or occupies a building, structure or shelter or any other place for the purpose of exhibiting samples and taking orders for present or future delivery;
 3. Persons selling daily or weekly newspapers or selling advertisements for daily or weekly newspaper, or persons selling advertising for radio or television stations;
 4. Charitable, nonprofit or eleemosynary institutions who are registered with and certified by Internal Revenue Service as qualifying nonprofit corporations and their agents, servants and representatives who solicit funds or sell items without actual or anticipated profit unless all proceeds of such sales over the cost of the items sold are dedicated to the purposes for which the organization is formed;
 5. Organizations formed within schools and churches serving Neosho, Missouri, who solicit or sell items for purposes incidental to such school or church; and

6. Special events sponsored by local trade groups or civic organizations; including but not limited to fall festival, sidewalk sale and Christmas parade, which are approved by the City Council.
7. Persons selling at an event held on premises used primarily as an event center and ~~operated of the event center and -by a person~~ hosted by the owner also licensed and in good standing pursuant to Chapter 605 of this Code. [Ord. No. 407-2023, 5-2-2023]
8. ~~Those individuals who meet the definition~~ as written in RSMO 144.030 (24).
9. ~~Events that promote a purpose that aligns with the City's mission for improving community involvement for the betterment of the overall public and citizens of Neosho, which are approved by the City Council~~

Section 615.040 **Application.**

[CC 1979 §21-19; Ord. No. 88-26 §2, 5-17-1988]

An applicant for a permit or license hereunder shall file with the City Collector in duplicate a sworn application in writing, on a form to be furnished by the City Collector, setting forth the information required by this Chapter. ~~Any applicant shall pay a thirty dollar (\$30.00) non-refundable application fee when submitting the completed application to the City Collector.~~

Section 615.050 ~~Contents of Application.~~ City Collector to Approve Application
[CC 1979 §21-20; Ord. No. 88-26 §2, 5-17-1988]

~~All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.~~

~~All licenses shall be signed by the City Collector and shall be invalid for all purposes until so signed and validated by the City Collector or his/her agent.~~

A. ~~The application shall provide the following information:~~

1. ~~Full name, description, birth date, and social security number of each individual applicant.~~
2. ~~Address, both legal and local.~~
3. ~~Telephone number of individual, both residential and business.~~
4. ~~Driver's license number and issuing State.~~
5. ~~Sales tax number.~~
6. ~~Nature of business and kinds of goods or services to be sold.~~
7. ~~If employed by another, the name and address of the applicant's employer, together with a brief description of the credentials showing the exact relationship.~~
8. ~~Length of time for which right to do business is requested.~~
9. ~~Description and license number or other identification of any vehicle to be used.~~

~~10. Whether or not the applicant has held a peddler's license before in Missouri.~~

Section 615.060 **Investigation — Issuance of License Solicitor, Peddler or Canvasser.**
[CC 1979 §21-21; Ord. No. 88-26 §2, 5-17-1988]

- A. *Police Report.* Upon receipt of an application for permit or license the City Collector shall refer one (1) copy to the Chief of Police, who shall note thereon any record concerning the applicant which may appear from the official records in his/her charge and return the same promptly to the City Collector.
- B. *City Collector's Inquiry.* The City Collector shall cause such other investigation or inquiry to be made concerning the applicant or applicant's employer as he/she may deem necessary to determine the character and business responsibility of the applicant and whether his/her application is in compliance with the terms and conditions of this Chapter. The City Collector shall also check to see if the applicant has paid any license fee from previous years.
- C. *Issuance of Permit or License.* If, as a result of the investigation, the character and business responsibility of the applicant are found to be satisfactory and the application is in compliance with the terms and conditions of this Chapter, the City Collector shall issue the permit or license.
- D. *Disapproval.* If, as a result of the investigation provided for in this Section, the applicant's character or business responsibility or that of his/her employer are found to be unsatisfactory or the facts stated in such application are found to be untrue, the Chief of Police or City Collector shall endorse on such application his/her disapproval thereof and the reasons for the same and the City Collector shall then notify the applicant that his/her application has been disapproved and that no license will be issued.
- E. *Appeal.* Any applicant aggrieved by the action of the Chief of Police or the City Collector in the denial of a permit or license as provided herein shall have the right to appeal therefrom to the City Council of the City of Neosho. Such appeal shall be filed in writing with the City Council within fourteen (14) days after notice of the action complained of has been given to the applicant personally or mailed, postage prepaid, to the address stated in his/her application. The City Council shall set a time and place for a hearing on such appeal, notice of which shall be given to the applicant at least five (5) days prior to the date set for hearing. The decision and order of the City Council on such appeal shall be final and conclusive.

Section 615.070 **Revocation of License — Grounds for Revocation. RESERVED**
[CC 1979 §21-22; Ord. No. 88-26 §2, 5-17-1988]

- ~~A. Permits and licenses issued under the provisions of this Chapter may be revoked by the City Collector after notice has been served on the applicant for any of the following causes:~~
- ~~1. Fraud, misrepresentation or false statement contained in the application for license.~~
 - ~~2. Fraud misrepresentation or false statement made in the course of carrying on his/her business as a peddler, solicitor or canvasser.~~
 - ~~3. Any violation of this Chapter.~~
 - ~~4. Conviction of any felony or other crime involving dishonesty.~~

Section 615.080 **Notice of Revocation and Hearing. RESERVED**
[CC 1979 §21-23; Ord. No. 88-26 §2, 5-17-1988]

~~Notice of the revocation of a license shall be in writing, setting forth with particularity the grounds of complaint. Upon receipt of a complaint, the City Collector shall forthwith revoke the license so issued and shall contemporaneously therewith set a time and place for hearing. The hearing shall be conducted by the City Collector, at which hearing evidence may be presented by the complainant and~~

~~the licensee or permittee. After receiving and considering such evidence the City Collector shall reinstate the license or shall permanently revoke the same. The hearing before the City Collector must be conducted within five (5) days from the date of the receipt of the complaint. Any person aggrieved by a decision of the City Collector shall have the right to appeal to the City Council of the City of Neosho as set forth in Section 615.060(E) above.~~

Section 615.090 **Transfer Prohibited.**

[CC 1979 §21-24; Ord. No. 88-26 §2, 5-17-1988]

No license or permit issued under the provisions of this Chapter shall be used or worn at any time by any person other than the one to whom it was issued. Violation of this Section shall constitute a misdemeanor.

Section 615.100 **Use of Streets.**

[CC 1979 §21-25; Ord. No. 88-26 §2, 5-17-1988]

No peddler, canvasser or solicitor shall have any exclusive right to any location in the public streets nor shall any be permitted a stationary location nor shall any be permitted to operate in a congested area where operations might impede or inconvenience the public.

Section 615.110 **Fees.**

[CC 1979 §21-26; Ord. No. 88-26 §2, 5-17-1988]

A. *Rate.* For the issuance of a license under Section 615 Solicitor, Canvasser or Peddler the City Collector shall assess and receive a fee of \$ 10.00 plus an additional \$ 30.00 for background screening totaling \$40.00.

B. *Rate.* For the issuance of a license under Section 615 Mobile Merchant the City Collector shall assess and receive a fee of \$10.00.

Merchant

<u>Each Event.....</u>	<u>5.00</u>	
<u>Per Year.....</u>	<u>50.00</u>	<u>50.00</u>

BC. *Exemption.* A license but no fee shall be required of one selling products of the farm or orchard actually produced by the seller on land owned or leased by the seller located within the State, nor shall any license be required of one selling firewood.

Section 615.120 **Expiration of License.**

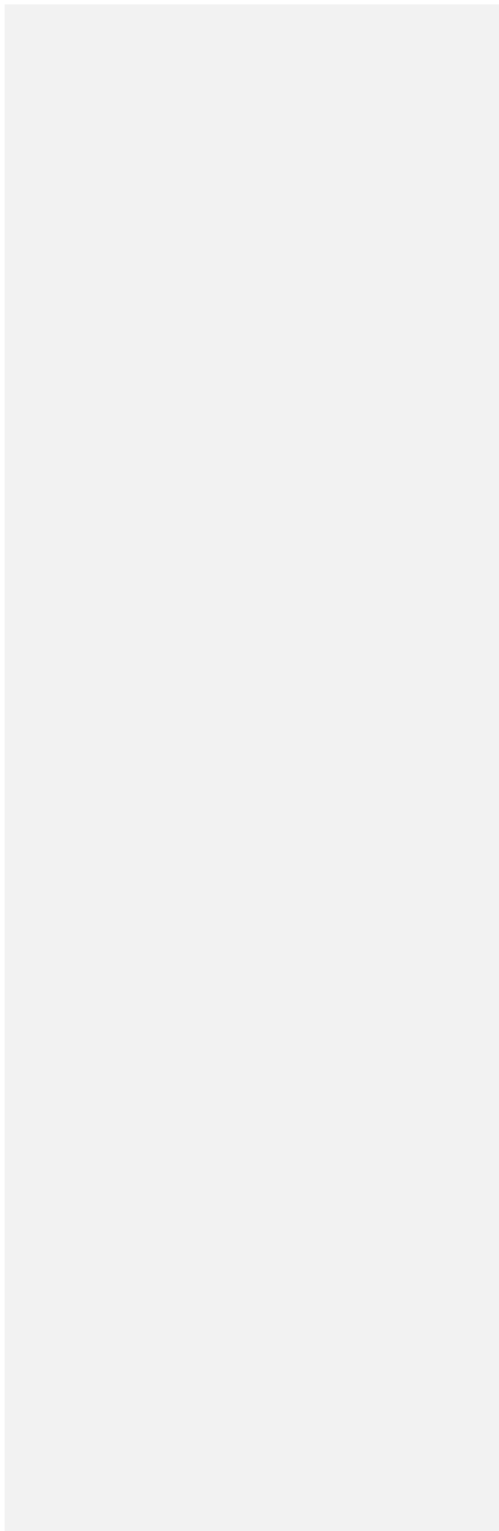
[CC 1979 §21-27; Ord. No. 88-26 §2, 5-17-1988]

All licenses issued under the provisions of this Chapter shall expire on the date specified on the license.

Section 615.130 **Penalty.**

[CC 1979 §21-28; Ord. No. 88-26 §2, 5-17-1988]

Any person violating any of the provisions of this Chapter shall, upon conviction thereof, be punished according to Section **100.130** of this Code.



REQUESTED COUNCIL MEETING DATE: May 21, 2024

ITEM: Bill No. 2024-42: Blevins Asphalt Construction Company Inc. Agreement for 2024 Overlay

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Bill No. 2024-42 Blevins Asphalt Construction Company Inc. RE asphalt milling and overlay - 2024
 2. Contract Blevins Asphalt Construction Company Inc. RE asphalt milling and overlay - 2024
 3. Blevins Asphalt Construction Company Inc. Bid Documents
 4. May 7th Agenda Item
-

PURPOSE:

Request council approval for the Mayor to sign the Overlay and Asphalt Milling Agreement with Blevins Asphalt Construction Company.

BACKGROUND:

This is the agreement with Blevins Asphalt Construction Company to complete resurfacing and milling on approximately 3 miles of City Streets where the Council approved the bid of \$328,578.65.

RECOMMENDATION:

City Staff recommends the council approve the agreement with Blevins Asphalt Construction Company for \$328,578.65 and authorize the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for the not to exceed price of Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65), 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

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of performing asphalt milling and overlay, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of performing asphalt milling and overlay, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

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

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

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

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

a. Streets Overlay. 2,525 tons of streets overlay (\$82.65 per unit), 6,880 linear feet of streets edge milling (\$4.05 per unit), 1,332 linear feet of transition milling (\$7.15 per unit), full mill 11,651 square yard (\$2.40 per unit) and mobilization.

b. Cemetery Overlay. 156 tons of cemetery overlay (\$98.50 per unit).

c. Alley Overlay. 297 tons of alley overlay (\$98.50 per unit), 138 linear feet

of alley transition milling (\$17.15 per unit) and mobilization.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

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

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

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

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

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

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

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

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

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

employee working solely for Contractor, any fee, commission, gift, or contingent fee.

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

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

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

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

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

18. Intellectual Property. Contractor shall provide City with copies of all documents

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

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

20. Non-Appropriation. Intentionally omitted.

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

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

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

Blevins Asphalt Construction Company, Inc.
ATTN: Derek E. Stokes
11837 Lawrence 1163
Mount Vernon, MO 65712

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

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65) – the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto

attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Three Hundred Twenty-Eight Thousand Five Hundred Seventy-Eight and 65/100 (\$328,578.65) – the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in

completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

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

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

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

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general

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

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

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

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 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.

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

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

CITY OF NEOSHO, MISSOURI

BLEVINS ASPHALT
CONSTRUCTION COMPANY, INC.

Richard Davidson, Mayor

Derek E. Stokes, President

ATTEST:

Cheyenne Wright, City Clerk

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	2,525 Tons	Unit Price \$	<u>82.65</u>	Total Cost \$	<u>208,691.25</u>
Streets Transition Milling	1,332 Linear ft	Unit Price \$	<u>7.15</u>	Total Cost \$	<u>9,523.80</u>
Streets Edge Milling	6,880 Linear ft	Unit Price \$	<u>4.05</u>	Total Cost \$	<u>27,864.00</u>
Full Mill	11,651 sy	Unit Price \$	<u>2.40</u>	Total Cost \$	<u>27,962.40</u>
				Streets Total Cost \$	<u>274,041.45</u>

Alley Overlay	297 Tons	Unit Price \$	<u>98.50</u>	Total Cost \$	<u>29,254.50</u>
Alley Transition Milling	138' Linear ft	Unit Price \$	<u>17.15</u>	Total Cost \$	<u>2,366.70</u>
				Alleys Total Cost \$	<u>31,621.20</u>

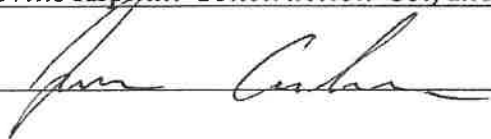
Cemetery Overlay	156 Tons	Unit Price \$	<u>98.50</u>	Total Cost \$	<u>15,366.00</u>
				Cemetery Total Cost \$	<u>15,366.00</u>

Mobilization for all total Cost \$ 7,550.00

Total for all \$ 328,578.65

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

COMPANY: Blevins Asphalt Construction Co., Inc.

BY: 

BID FORM

Description: (To be completed by bidding party)

Project is bid in accordance with provided bid specifications and supplied information.

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

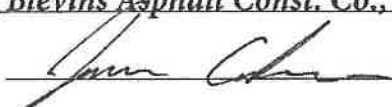
F.O.B. Neosho, MO

Projected Start Date: 07/01/2024

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: Blevins Asphalt Const. Co., Inc.

SIGNED BY: 

ADDRESS: PO Box 230, Mt. Vernon, MO 65712

EMAIL: jcordova@blevinsasphalt.com

PHONE: (417) 466-3758

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 1st day of May, 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

Blevins Asphalt Const. Co., Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

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

Blevins Asphalt Const. Co., Inc.. (Name of business entity, same as above)

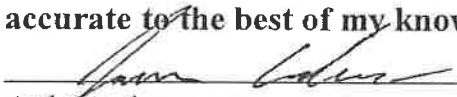
4. I state and affirm that Blevins Asphalt Const. Co., Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department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

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

6. Further, Blevins Asphalt Const. Co., 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.**



Authorized Agent, Partner, Owner or Officer

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

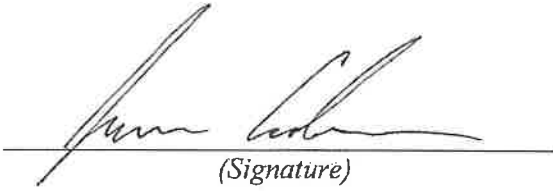
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



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*

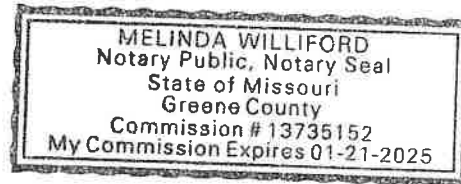
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 1st day of May in the year 20 24, before me, Melinda Williford
a Notary Public in and for said State, personally appeared Jeran Cordova, 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.

Melinda Williford
Notary Public



My Commission Expires January 21, 2025



Company ID Number: 197724

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Blevins Asphalt Construction Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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



Company ID Number: 197724

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Blevins Asphalt Construction Co., Inc.

Rick R Bekemeier

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date



Company ID Number: 197724

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Blevins Asphalt Construction Co., Inc.

Company Facility Address: 11837 Lawrence 1163

Mount Vernon, MO 65712

Company Alternate

Address: PO BOX 230

Mount Vernon, MO 65712

County or Parish: LAWRENCE

Employer Identification

Number: 430964288

North American Industry

Classification Systems

Code: 237

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 197724

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Rick R Bekemeier**
Telephone Number: **(417) 466 - 3758**
E-mail Address: **rbekemeier@aol.com**

Fax Number: **(417) 466 - 7914**

Name: **Susie L Osterloh**
Telephone Number: **(417) 466 - 3758**
E-mail Address: **sosterloh@blevinsasphalt.com**

Fax Number: **(417) 466 - 7914**

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Blevins Asphalt Construction Co, Inc
PO Box 230
Mount Vernon, MO 65712

SURETY:*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER:*(Name, legal status and address)*

City of Neosho, MO
203 E Main Street
Neosho, MO 64850

BOND AMOUNT:

Five Percent of the Total Amount Bid (5%)

PROJECT:*(Name, location or address, and Project number, if any)*

2024 Asphalt Overlay and Milling Project

Various Locations

Neosho, Missouri 64850

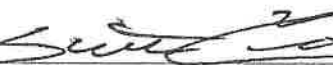
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

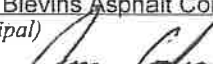
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April, 2024

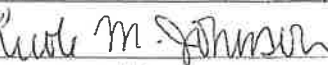

(Witness)


(Witness)

Blevins Asphalt Construction Co, Inc.
(Principal)  (Seal)

(Title) Jeran Cordova, Vice-President

Hartford Fire Insurance Company

(Surety)  (Seal)

(Title) Nicole M. Johnson, Attorney-In-Fact

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC

Agency Code: 37-284958

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 29th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: 2024 Overlay and Asphalt Milling Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Overlay Bid Documents and Bids Recieved 2024

PURPOSE:

Request council's approval of bids for road surface improvements by an asphalt overlay.

BACKGROUND:

This project is for the resurfacing of approximately 2.7 miles of City streets, 6 alleys, and 2 cemetery roads with new asphalt.

We sent out three bid packets and received three bids.

APAC Central, Streets and Alley Overlay and milling: \$435,405.70, Cemetery Overlay: \$24,320.40, Mobilization \$4,110.00. Total bid \$463,836.10

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$352,085.50, Cemetery Overlay: \$15,600.00, Mobilization \$.12,830.00. Total bid \$380,515.50

Blevins Asphalt: Streets and Alley Overlay and milling: \$305,662.65, Cemetery Overlay: \$15,366.00, Mobilization \$.7,550.00. Total bid \$328,578.65

RECOMMENDATION:

City Staff recommends approving the bid from Blevins Asphalt for the amount of \$328,578.65.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, May 1st, 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: 2024 Asphalt Overlay and Milling Project

Please label the envelope: 2024 Asphalt Overlay and Milling Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*City of Neosho Business License required

*W-9 Required

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

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

Thank you,

Nate Siler
Public Works Director
Neosho, MO

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

- A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.
- B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).
- C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:
- D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.
- E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

- A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

- A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- A) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.
- C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.

- E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.
- G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

- A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.
- B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.
- B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.
- C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.
- D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.
- E) No subcontractor may further subcontract any of his work.

7. BID FORM:

- A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.

- B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- E) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.
- F) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

- A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.
- C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

- A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.
- B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

- A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

- A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.
- C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major

items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.
- F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Scope of Work Quantities

	<u>Street Name</u>	<u>Length</u>	<u>Width</u>	<u>Total</u>	<u>Depth</u>	<u>Total ton</u>	<u>Map #</u>
*	Northwest Blvd	1,315'	26.5'	34,848	1.5"	322.66	1
*	Wood St	635'	22'	13,970	1.5"	129.35	2
*	Crowder Dr	1540'	22'	13,130	1.5"	313.70	3
W	Radio Rd	360'	21'	7,560	3.0	140.00	3
**	McQuary St	480'	17.5'	8,400	1.5"	77.78	4
**	Sherman St I	765'	18.5'	14,153	1.5"	131.04	4
**	Sherman St II	860'	22'	18,920	1.5"	175.19	4
**	Ripley St	2010'	19'	38,190	1.5"	353.61	5
*	Front St & Grant St	622'	19'	11,818	1.5"	109.43	6
	Oak St	375'	18'	6,750	1.5"	62.50	6
W	Broadway St	375'	15'	16,150	1.5"	104.17	7
	Chestnut Ave	495'	21'	10,395	1.5"	95.25	8
W	South Pl	17'	17'	4,437	3.0"	82.17	5
	Stadium Dr	350'	24'	8,400	3.0"	196.76	9
**	Maple St	720'	35'	25,200	1.5"	233.33	13
	Cornerstone Ct	475'	26.5'	12,588	1.5"	116.55	10
	Lafayette Alley	320'	12'	3,840	1.5"	35.56	11
	Adams St Alleys	650'	11'	7,150	1.5"	66.20	12
	Young St Alleys	280'	12'	3,360	1.5"	31.11	12
	Marrow Alley	410'	10'	4,100	1.5"	37.96	12
	Post Office Alley	338'	11'	3,718	1.5"	34.43	11
	Maple Alley	617'	12'	7,404	2.0"	68.56	13
	Cemetery Rds.	1262'	10'	1,402	2.0"	155.80	14
	Total Tons					2,978	

Streets Overlay

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: 2,525

TRANSITION MILLING, EST LINEAR FT FOR STREETS: 1,332'

*EDGE MILLING, EST LINEAR FT FOR STREETS: 6,880'

**FULL MILL, EST SQYDS FOR STREETS: 11,651 sy

W STREETS REQUIRING AT LEAST 1" WEDGE

Alleys

ASPHALT TOTAL TONNAGE FOR ALLEY OVERLAY: 297

TRANSITION MILLING, EST LINEAR FT FOR ALLEYS: 138'

Cemetery

ASPHALT TOTAL TONNAGE FOR CEMETERY OVERLAY: 156

LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-14 INCLUDED IN BID DOCUMENTS

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	2,525 Tons	Unit Price \$ _____	Total Cost \$ _____
Streets Transition Milling	1,332 Linear ft	Unit Price \$ _____	Total Cost \$ _____
Streets Edge Milling	6,880 Linear ft	Unit Price \$ _____	Total Cost \$ _____
Full Mill	11,651 sy	Unit Price \$ _____	Total Cost \$ _____
			Streets Total Cost \$ _____

Alley Overlay	297 Tons	Unit Price \$ _____	Total Cost \$ _____
Alley Transition Milling	138' Linear ft	Unit Price \$ _____	Total Cost \$ _____
			Alleys Total Cost \$ _____

Cemetery Overlay	156 Tons	Unit Price \$ _____	Total Cost \$ _____
			Cemetery Total Cost \$ _____

Mobilization for all total Cost \$ _____

Total for all \$ _____

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

COMPANY: _____

BY: _____

JOB SPECIAL PROVISIONS:

1. General:

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed.**

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

DETAILED SPECIFICATIONS

SUMMARY OF WORK: The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES: Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION: The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC: The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY: All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED: The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE: Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5", 2", or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION: Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat

from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE: A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. **All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING: Conform to Missouri State Highway Department section **622.10**. Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24" width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY: If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS: Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING: All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Start Date: _____

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

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

COMPANY: _____

SIGNED BY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

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

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

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

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

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

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

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

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

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

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

(Signature)

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

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

Notary Public

My Commission Expires

Neosho, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 1



1 : 2,424



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

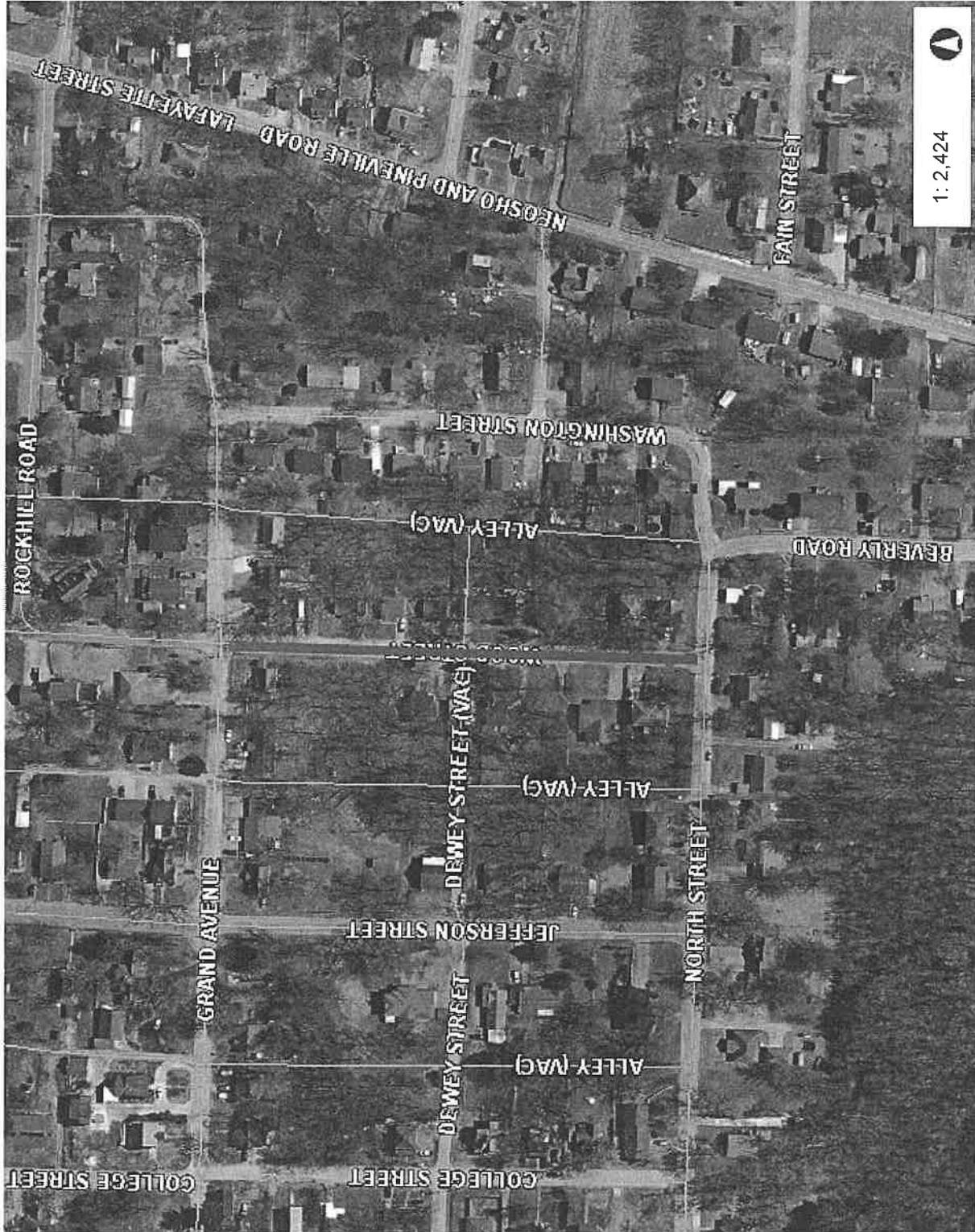
Neosho, MO



- Legend**
- Road
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets

Notes

Map 2



1: 2,424

404.0 0 202.00 404.0 Feet

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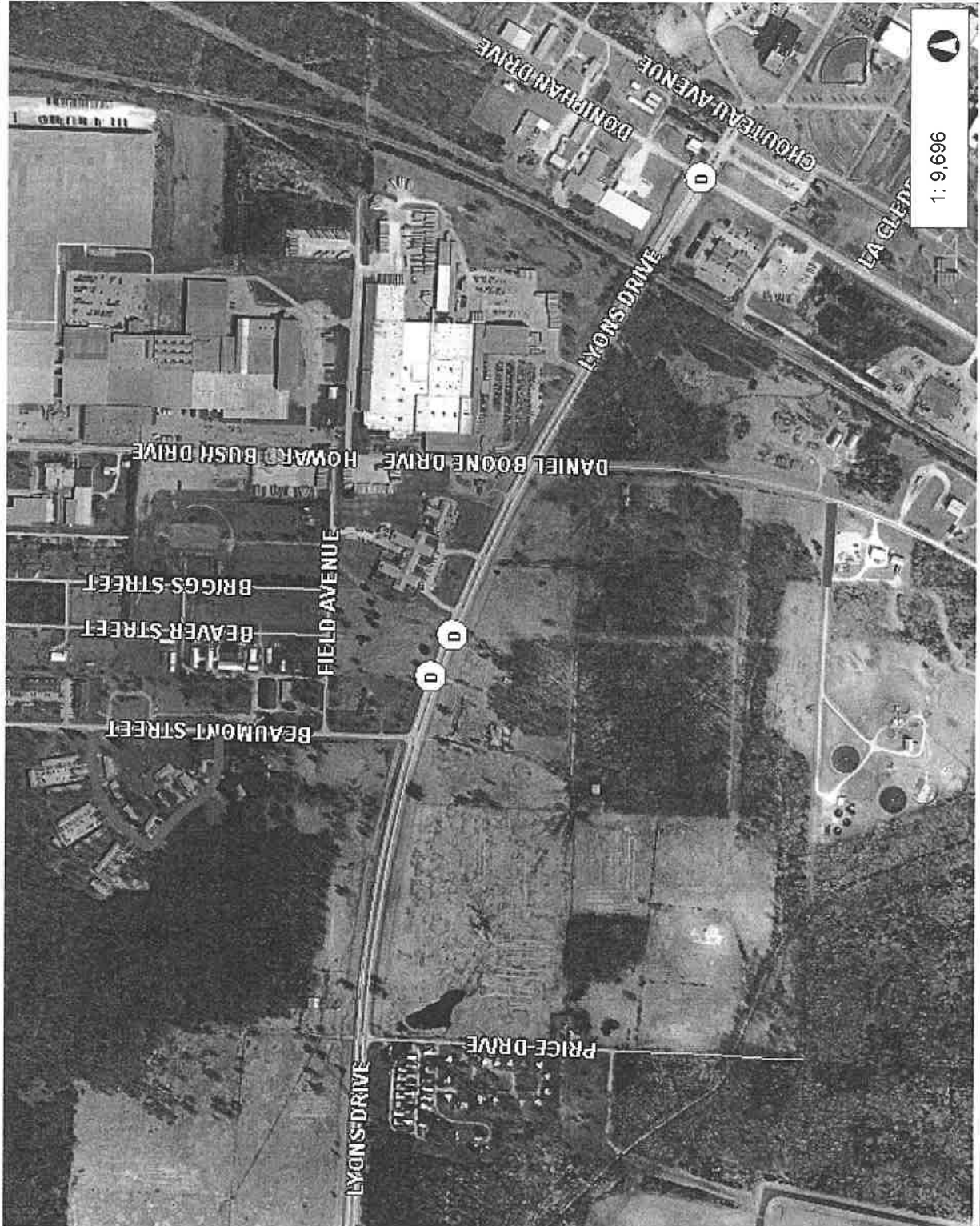
Neosho, MO



- Legend**
- Road
- Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets

Notes

3



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Neosho, MO



Legend

- Road
- Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets

Notes

Map 4



1: 2,424

404.0 0 202.00 404.0 Feet

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Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 6



1: 2,424

404.0 0 202.00 404.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 7



1: 1,212



202.0 0 101.00 202.0 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

Neosho, MO



Legend

- Road
- Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets

Notes

Map 8



1: 1,212

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

Neosho, MO



Legend

Road

-  Interstate Highway
-  US Highway
-  Numbered State Highway
-  Lettered State Highway
-  County Roads / City Streets

Notes

Map 9



1: 2,424

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.
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Neosho, MO

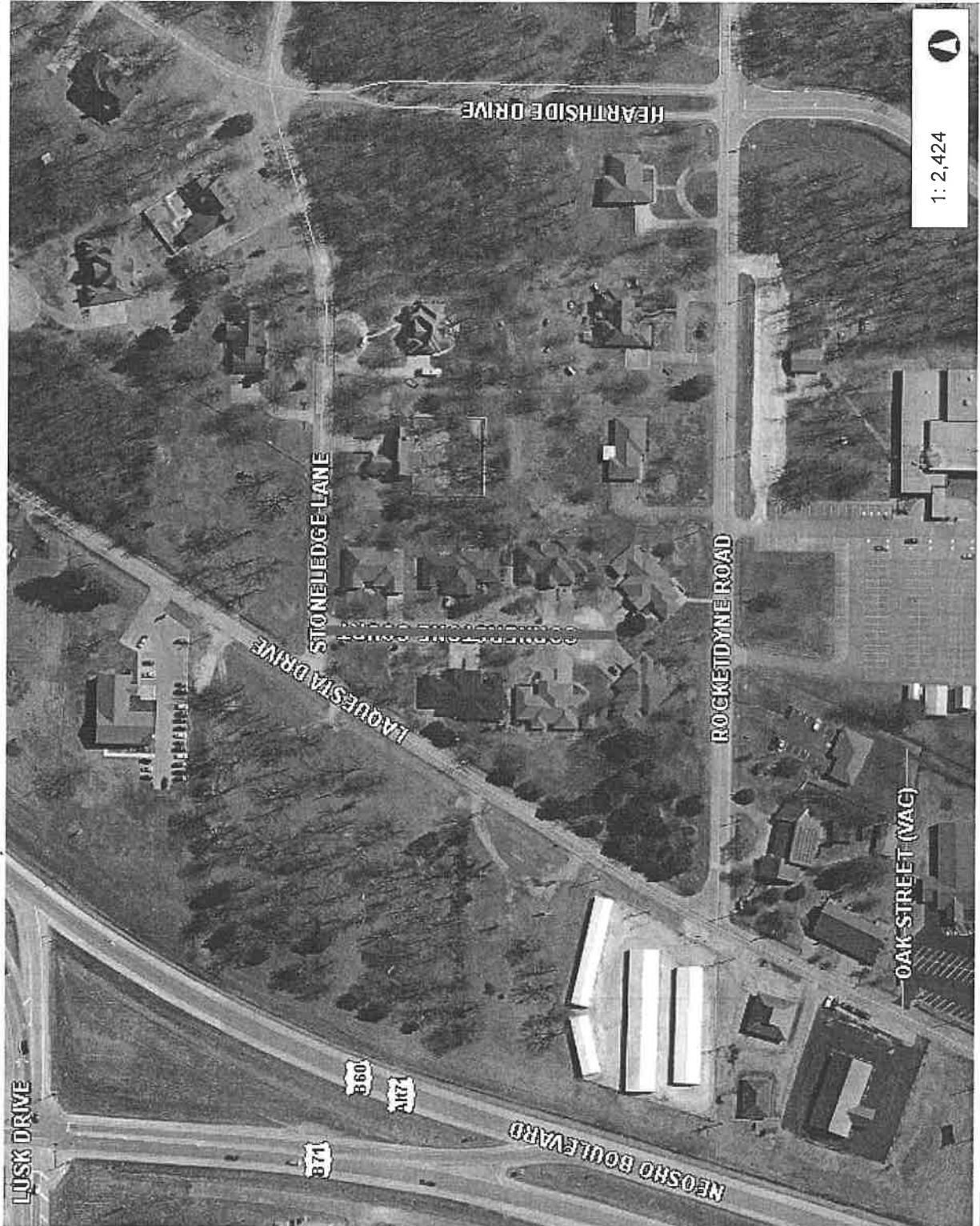


Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 10



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

Neosho, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets



1: 2,424

Notes

Map 11

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 12



1: 4,848

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Neosho, MO



Legend

- Road
- Interstate Highway
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- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 13



404.0 0 202.00 404.0 Feet

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1:2,424

Neosho, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

14



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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

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, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.82
Boilermaker	\$28.27*
Bricklayer	\$50.94
Carpenter	\$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.46
Plasterer	
Communications Technician	\$28.27*
Electrician (Inside Wireman)	\$47.04
Electrician Outside Lineman	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.27*
Glazier	\$28.27*
Ironworker	\$28.27*
Laborer	\$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$28.27*
Plumber	\$49.13
Pipe Fitter	
Roofer	\$41.52
Sheet Metal Worker	\$49.42
Sprinkler Fitter	\$28.27*
Truck Driver	\$28.27*
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 RSMO Section 290.210.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.27*
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. 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.

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.

REQUESTED COUNCIL MEETING DATE: May 21, 2024

ITEM: Bill No. 2024-43: Request for Rezoning for the area near 12966 Kerman Lane from C-3 Commercial Business District to RV Park District.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-43 Approving Rezoning of 12966 Kerman Lane
 2. 12966 Kerman P&Z Application
 3. 12966 Kerman Lane zoning
 4. 12966 Kerman Lane
-

PURPOSE:

The purpose of this item is to gain council acceptance of a zoning change for the area near 12966 Kerman Lane from C-3 Commercial to RV Park District.

BACKGROUND:

After proper notifications, postings, and public hearing this rezoning request was accepted by the Planning and Zoning Commission without additional comment.

RECOMMENDATION:

Staff recommends that the Council accept the rezoning of the described property.

AN ORDINANCE of the City of Neosho to amend the zoning District Map for the City of Neosho for certain property within the limits of the City located at 12966 Kerman Lane Neosho, Missouri, as requested by the owners, Ed R. Marcum and Ida S. Marcum, from a District "C-3" Commercial Business District to a "RV" Recreational Park District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Ed R. Marcum and Ida S. Marcum, to rezone from District "C-3" Commercial Business District to a "RV" Recreational Park District for property legally described as:

Tract 1:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri; thence S 0012'46"W along the West line of the SE 1/4 SW 1/4 103.41 feet to the point of beginning; thence S 86°46'14"E 135.19 feet; thence S 1°47'42"W 104.46 feet to the North right of way line of US Route Highway 71; thence West along the North line of Route 71 to the intersection with the West line of the Southeast Quarter of the Southwest Quarter; thence North along said 40 acre line, to the point of beginning; EXCEPT the East 15 feet for a non- exclusive roadway easement.

Tract 1a:

TOGETHER and with and subject to a non-exclusive easement for roadway over and across a tract 30 feet in width lying 15 feet on each side of the following described center line: Commencing at a point 528.24 feet South of the Northwest corner of the SE 1/4 SW 1/4 Sec. 14, Twp. 25, Rg. 32; thence S 89°50'44"E 119.56 feet to the point of beginning; thence S 17°11'04"E 313.21 feet; thence S 2°49'46"W 97.40 feet; thence S 21°49'16"W 200.00 feet; thence S 7°47'42"W 104.46 feet to the North right of way of U. S. Highway 71, the point of termination of said easement.

Tract 2:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri; thence S 0012'46"W along the West line of the SE 1/4 SW 1/4 528.24 feet to the point of beginning; thence S 0012'46"W 575.17 feet; thence S 86°46'14"E 135.19 feet; thence N 21°49'16" E 200.30 feet; thence N 2°49'46" E 97.40 feet; thence N 17°11'04" W 313.21 feet; thence N 89°50'44" W 119.56 feet to the point of beginning, EXCEPT the East 15.0 feet for a non- exclusive roadway easement.

Tract 3:

That part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri described as commencing at the intersection of the East line of the Southwest Quarter of the Southwest Quarter of Section 14 with the North right of way line of Highway 71; thence North along the East line of the Southwest Quarter of the Southwest Quarter 223 feet; thence West 140 feet; thence South to the North right of way line of Highway 71; thence East along the North right of way line of said Highway 71 to the point of beginning.

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved.

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended to for certain property within the limits of the City located at 12966 Kerman Lane, Neosho, Missouri, as requested by the owners, Ed R. Marcum and Ida S. Marcum, and same to be amended and changed from a District "C-3" Commercial Business District to a "RV" Recreational Park District for the property legally described as follows:

Tract 1:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri; thence S 0012'46"W along the West line of the SE 1/4 SW 1/4 103.41 feet to the point of beginning; thence S 86°46'14"E 135.19 feet; thence S 1°47'42"W 104.46 feet to the North right of way line of US Route Highway 71; thence West along the North line of Route 71 to the intersection with the West line of the Southeast Quarter of the Southwest Quarter; thence North along said 40 acre line, to the point of beginning; EXCEPT the East 15 feet for a non- exclusive roadway easement.

Tract 1a:

TOGETHER and with and subject to a non-exclusive easement for roadway over and across a tract 30 feet in width lying 15 feet on each side of the following described center line: Commencing at a point 528.24 feet South of the Northwest corner of the SE 1/4 SW 1/4 Sec. 14, Twp. 25, Rg. 32; thence S 89°50'44"E 119.56 feet to the point of beginning; thence S 17°11'04"E 313.21 feet; thence S 2°49'46"W 97.40 feet; thence S 21°49'16"W 200.00 feet; thence S 7°47'42"W 104.46 feet to the North right of way of U. S. Highway 71, the point of termination of said easement.

Tract 2:

Commencing at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri; thence S 0012'46"W along the West line of the SE 1/4 SW 1/4 528.24 feet to the point of beginning; thence S 0012'46"W 575.17 feet; thence S 86°46'14"E 135.19 feet; thence N 21°49'16" E 200.30 feet; thence N 2°49'46" E 97.40 feet; thence N 17°11'04" W 313.21 feet; thence N 89°50'44" W 119.56 feet to the point of beginning, EXCEPT the East 15.0 feet for a non- exclusive roadway easement.

Tract 3:

That part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 25 North, Range 32 West, Newton County, Missouri described as commencing at the

intersection of the East line of the Southwest Quarter of the Southwest Quarter of Section 14 with the North right of way line of Highway 71; thence North along the East line of the Southwest Quarter of the Southwest Quarter 223 feet; thence West 140 feet; thence South to the North right of way line of Highway 71; thence East along the North right of way line of said Highway 71 to the point of beginning.

Section 2. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 3. This this ordinance shall be in effect upon final passage.

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

Richard Davidson, Mayor
ORDINANCE NO.

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT	PROJECT
Name <u>Ed & Ida Marcum</u>	Project Location <u>12906 Kerman Lane</u>
Address <u>9777 Janis Ln Neosho</u>	Existing Use <u>Commercial</u>
Phone <u>417-592-4402</u>	Proposed Use <u>RV Park</u>
Contact Person Name <u>Ida Marcum</u>	Existing Zone <u>C3</u>
Contact Person Phone <u>417-592-4402</u>	Proposed Zone <u>Add RV District</u>

SIGNATURE OF OWNERS & DATE

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

Ed Marcum

Signature of Owner

4-2-2024

Date

Ida Marcum

Signature of Co-Owner

4-1-2024

Date

Staff Use Only

Application Accepted...

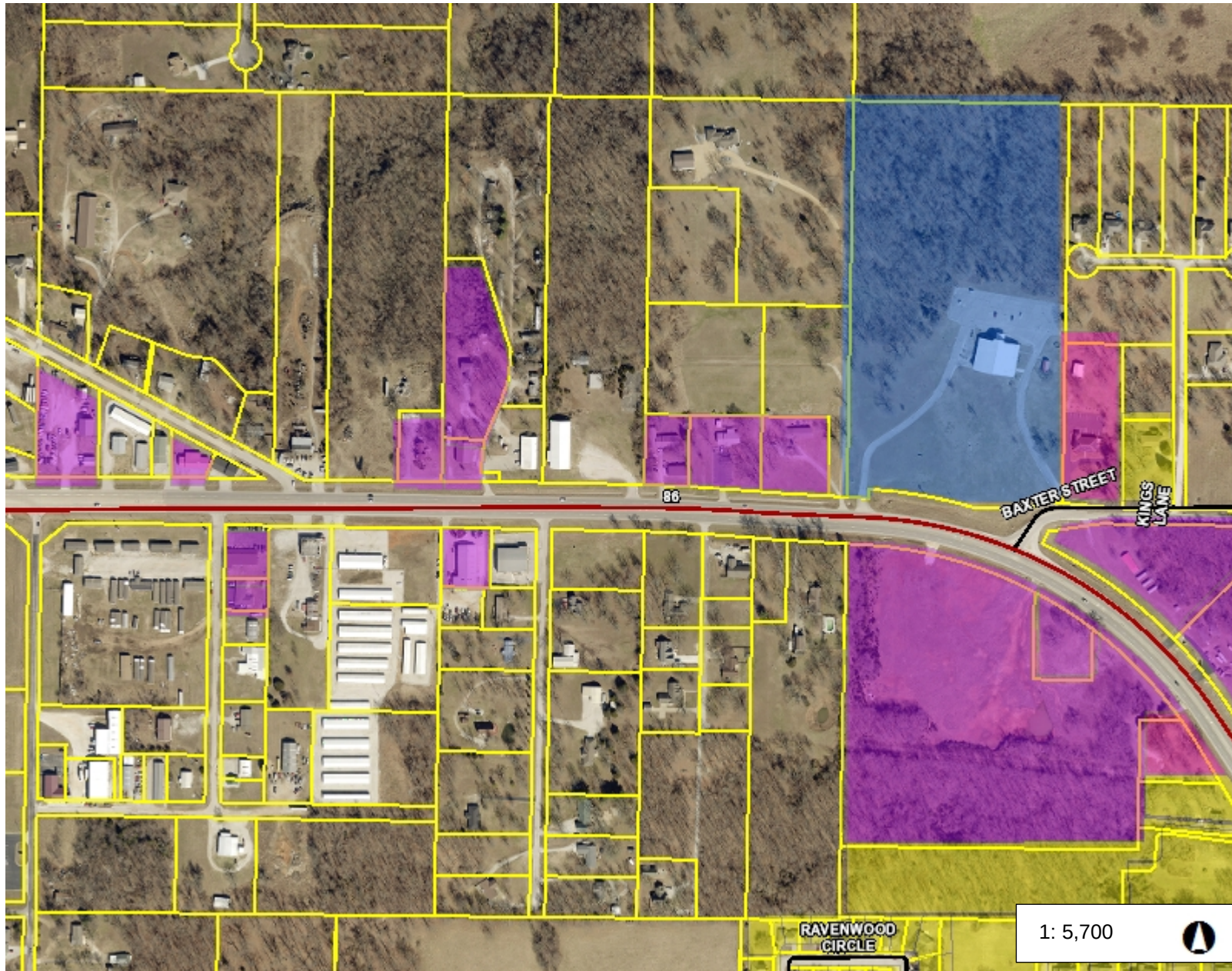
Date _____

Time _____

By _____

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

Neosho, MO



Legend

Neosho Streets

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

Zoning

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

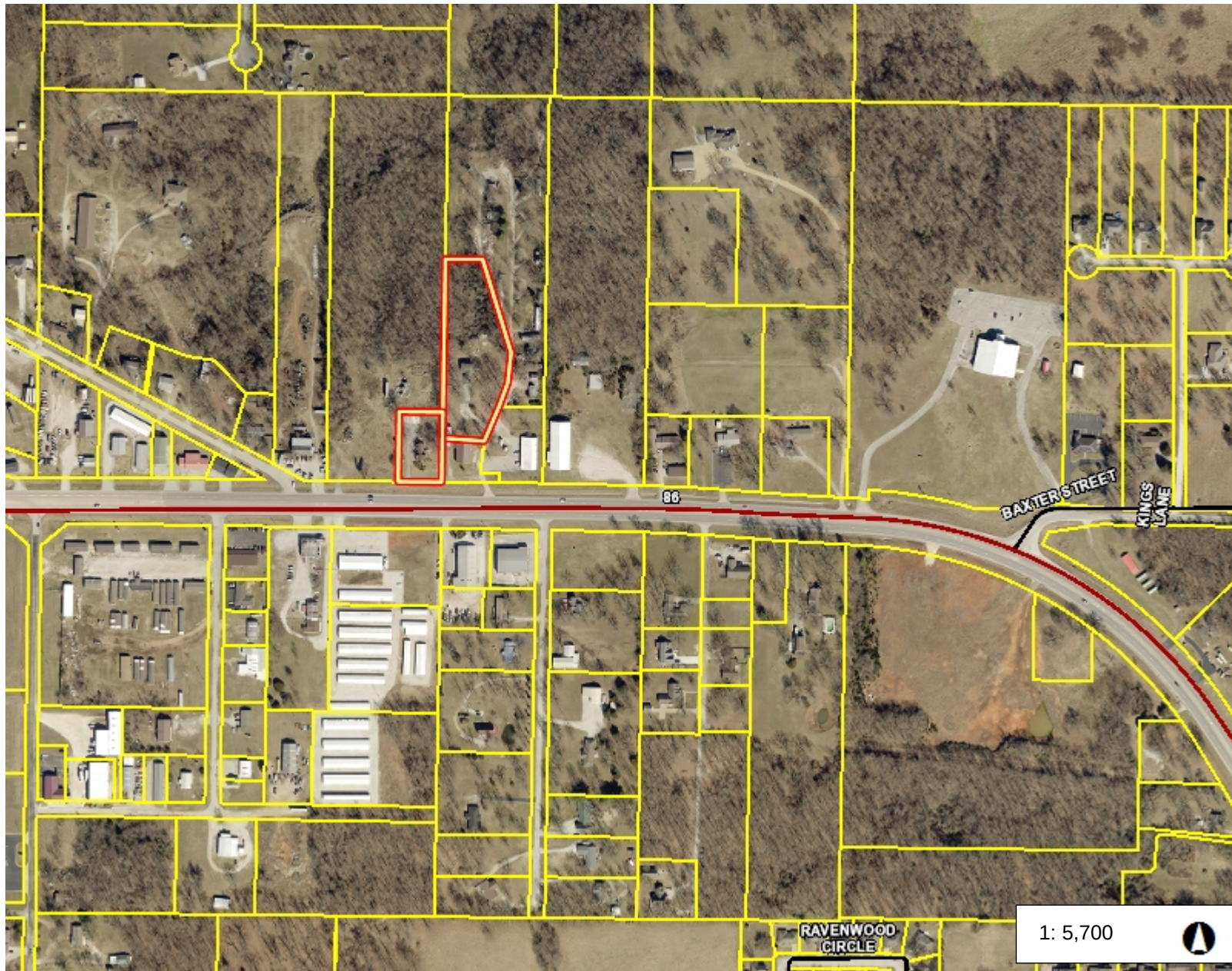
Notes

12966 Kerman Lane

950.1 0 475.03 950.1 Feet

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

Neosho, MO



Legend

Neosho Streets

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

Parcel

Notes

12966 Kerman Lane

950.1 0 475.03 950.1 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: May 21, 2024

ITEM: Bill No. 2024-44: Request for Rezoning Change for the Property near 1420 N Business 49 from R-1 to C-3

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-44 Approving Rezoning of 1420 Bus. 49_Neosho Storage
 2. 1420 N Business 49 P&Z Application
 3. 1420 N Business 49 site
 4. Neosho Storage WD
-

PURPOSE:

To gain the Council's approval to change the Zoning of the property near 1420 N Business 49 from R-1 First Dwelling House District to C-3 Commercial Business District.

BACKGROUND:

This property was annexed into the City as a R-1 First Dwelling House District by default under the old ordinance. The property owner wishes to rezone the property to a C-3 Commercial Business District. After proper notifications, postings, and public hearing, this rezoning request was accepted by the Planning and Zoning Commission without additional comment.

RECOMMENDATION:

The staff recommends that the Council accept the rezoning of this property.

AN ORDINANCE of the City of Neosho to amend the zoning District Map for the City of Neosho for certain property within the limits of the City located at 1420 N. Business 49, Neosho, Missouri, as requested by the owner, Neosho Storage, LLC, from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Neosho Storage, LLC, to rezone from District "R-1" First Dwelling House District to District to a District "C-3" Commercial Business District for property legally described as:

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.

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended to for certain property within the limits of the City located at 1420 N. Business 49, Neosho, Missouri, as requested by the owner, Neosho Storage, LLC, and same to be amended and changed from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District for the property legally described as follows:

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

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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.

Section 2. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 3. This this ordinance shall be in effect upon final passage.

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

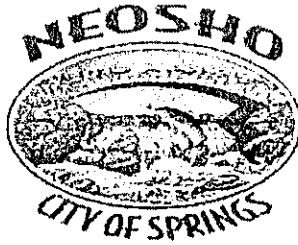
Richard Davidson, Mayor
ORDINANCE NO.

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT		PROJECT	
Name	<u>Neosho Storage LLC</u>	Project Location	<u>1420 N Bus 49, Neosho, MO</u>
Address	<u>1420 N. Bus. 49, Neosho, MO</u>	Existing Use	<u>Self-Storage</u>
Phone	_____	Proposed Use	<u>Self-Storage</u>
Contact Person Name	<u>Zach Quick</u>	Existing Zone	<u>R1</u>
Contact Person Phone	<u>620-875-1439</u>	Proposed Zone	<u>C-2 or C-3</u>

SIGNATURE OF OWNERS & DATE

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

Zach Quick
Signature of Owner

4/17/24
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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

Neosho, MO



Legend

Neosho Streets

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

□ Parcel

1: 5,700



950.1 0 475.03 950.1 Feet

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Notes

1420 N Business 49 zoning



Recording Date/Time: 04/15/2021 at 03:33:49 PM

Book: 370 Page: 3396

Instr #: 202103442

Type: WD

Pages: 3

Fee: \$30.00 S 20210002809

Jennifer A. Childers
Recorder of Deeds

NCA

30-

Ch 3152

174-

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

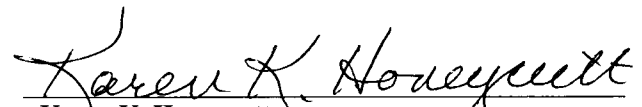
East right of way line of New Missouri Highway 71, (nka Hwy 175), thence Southerly along said East right of way line of said New Highway 192.46 feet to beginning.

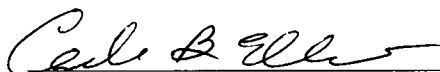
TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

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

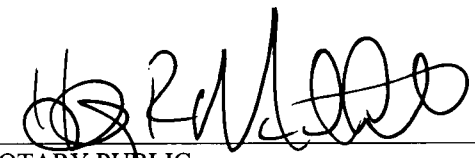
ACKNOWLEDGMENT

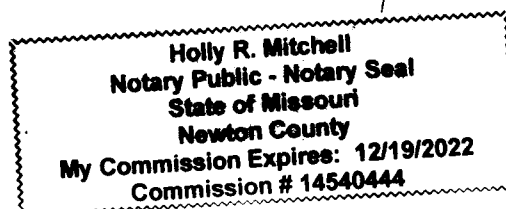
STATE OF MISSOURI)
)SS
COUNTY OF NEWTON)

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. ELIS, 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



REQUESTED COUNCIL MEETING DATE: May 21, 2024

ITEM: Bill No. 2024-46: Amending Section 405.270 Board of Adjustments Members

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-46 Amending 405.270 Bd of Adj Alt Members

PURPOSE:

To amend section 405.270 of the Neosho City Code.

BACKGROUND:

The Board shall consist of five (5) residents appointed by the Mayor and approved by the City Council, along with three (3) alternate members to serve in the absence of or the disqualification of the regular members. The new revision aligns with the Missouri State Statute authorizing alternate board members to serve in the absence or disqualification of regular members.

RECOMMENDATION:

To approve the amendment to section 405.270 of the Neosho City Code and authorize the Mayor to execute it.

AN ORDINANCE of the City of Neosho amending Title IV Land Use, Chapter 405 Zoning Regulations, Article IV Administration to amend Section 405.270 Board of Adjustment – Powers and Duties, by repealing and replacing Paragraph B. of the Code of Ordinances to allow appointment of three alternate members pursuant to Chapter 89 RSMo.

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

Section 1. That Title IV, Land Use, Chapter 405 Zoning Regulations, Article IV Administration of the Code of Ordinances, Section 405.270 Board of Adjustment –Powers and Duties of the Code of Ordinances is amended in that Paragraph B. is repealed in its entirety replaced with a new Section 405.270 Board of Adjustment –Powers and Duties Paragraph B. to be hereby adopted to read as follows:

“Chapter 405. Zoning Regulations”

“Section 405.270 Board of Adjustment –Powers and Duties”

“B. The Board shall consist of five (5) residents appointed by the Mayor and approved by the City Council, along with three (3) alternate members to serve in the absence of or the disqualification of the regular members. The term of the office of the members of the Board shall be for five (5) years, excepting that five (5) members first (1st) appointed shall serve respectively for terms of one (1) year; two (2) years; three (3) years; four (4) years; and five (5) years; thereafter members shall be appointed for terms of five (5) years each. The members shall elect their own Chairman and Secretary, who shall serve for one (1) year. Vacancies shall be filled for the unexpired term only. Members may be removed for cause by the Mayor and the City Council upon written charges and after public hearing. The Board shall adopt rules of procedure in accordance with the provisions of this Chapter. Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine. Such Chairman, or in his/her absence the Acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record. All testimony, objections thereto, and rulings thereon shall be taken down by a reporter employed by the Board for that purpose. The presence of three (3) members of the Board shall constitute a quorum for the transaction of business, provided however, that the concurring vote of four (4) members of the Board shall be necessary to effect a ruling in favor of an appellant.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective _____, 2024.

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

Since 1884

COMMUNITY BANK & TRUST

Main Office

PO Box 400 | 100 S. Wood Street | Neosho, MO 64850

Employee Owned...Customer Driven!

May 24, 2024

Chief Jason Baird
Neosho Police Department
201 N. College Street
Neosho, MO 64850

Dear Chief Baird,

As you are aware, I had an accident at the intersection of Hwy 86 and Baxter Street on Tuesday, May 21st. The purpose of this letter is to compliment the Neosho Police Department for the rapid response and courteous and professional behavior exhibited during the recovery period.

Please pass along my thanks for all the officers that were involved and thank you for the training and oversight you are providing.

Best Wishes.

Sincerely,



Rudolph E. Farber

REF/cs

cc: David Kennedy
City of Neosho
203 E. Main Street
Neosho, MO 64850

***With Missouri
Offices in:***

Neosho
Joplin
Carl Junction
Seneca
Diamond
Anderson
Granby

***With Kansas
Offices in:***

Galena
Riverton

...the ... of ...
...the ... of ...
...the ... of ...
...the ... of ...

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Rotor Bearings

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Rotor Bearings Bid

PURPOSE:

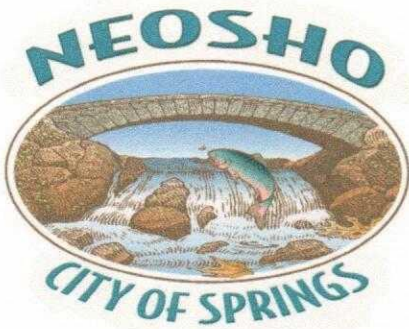
The purpose of this agenda item is to seek Council approval for the purchase of replacement bearings for the rotors at the Shoal Creek WWTP.

BACKGROUND:

Funds were allocated in the current budget for a rotor rebuild. We do not currently have a rotor that needs a complete rebuild. We do have 4 rotors that need the bearings replaced as a proactive measure to prevent future breakdowns. When these bearings completely fail, that can cause extensive damage. Our goal is to replace them and prevent that from occurring. There is \$60,000.00 allocated for rotor repairs in the current budget. We sent bids out and received one back from D&S Erectors, LLC in the amount of \$19,955.12.

RECOMMENDATION:

Staff recommends approval of the bid from D&S Erectors, LLC.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, May 31, 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: Rotor Bearings

Please label the envelope: Rotor Bearing Bid Opening May 31, 2024 @ 2:00 p.m.

Questions concerning the specifications and bid procedure should be directed to Ken Brady, 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:

Timken QAAPX22A407ST bearing total of (4 each)

NOTE: Other brands of same bearing acceptable.

Timken QAAPX20A315SET bearing total of (4 each)

NOTE: Other brands of same bearing acceptable.

Note:

This bid should include lead time/ship dates for parts.

BID FORM

Description: (To be completed by bidding party)

• Option 1- Rexnord MP-5407Y-F, ZP series - \$3,606.74/each plus freight and applicable sales tax. Lead time is 6-7 business days.

\$11,157.36

• Option 2 - Timken QAAPX22A407ST bearing - \$2,789.34/each plus freight and applicable sales tax. Lead time is 5-6 business days.

• Option 1- Rexnord MP-5315-F, ZPS series - \$2,884.37/each plus freight and applicable sales tax. Lead time is 6-7 business days.

\$8797.76

• Option 2 - Timken QAAPX20A315SET bearing - \$2,199.44/each plus freight and applicable sales tax. Lead time is 10-14 business days.

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

F.O.B. Neosho, MO

Projected Shipping Date: 7-14 business days from time 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: D&S Erectors, LLC

ADDRESS: 9317 Highway 43, Seneca, MO 64865

PHONE: (417) 499-0999

EMAIL: mica@dandserectors.com

BY: Mica Willis

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Public Hearing - Request to Rezone 1630 Industrial Drive (MFA Propane) as C-3 Commercial Business District

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to hold a public reading for a request to zone 1630 Industrial Drive (MFA Propane) as a C-3, Commercial Business District.

BACKGROUND:

1630 Industrial Drive is being annexed into the city. This public hearing is to determine the zoning for the property.

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Bill No. 2024-47: Annexation of 1630 Industrial Drive into the City of Neosho

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-47 Annexation of MFA Propane
 2. 1630 Industrial P&Z Annexation-Application
 3. 1630 Industrial Drive Rezone Council
 4. 1630 Industrial site
 5. 1630 Industrial zoning
 6. MFA Oil Deed 1
-

PURPOSE:

The purpose of this item is to again the Council's approve for the mayor to sign an ordinance annexing the property of 1630 Industrial Drive (MFA Propane) into the City of Neosho.

BACKGROUND:

This request has been reviewed by the Planning and Zoning Committee and forwarded to the City Council with a recommendation to accept the location into the city limits of Neosho. A public hearing was conducted by the City Council on May 21st with no public comment received. The 14-day period for additional public comment has expired without comment.

RECOMMENDATION:

Staff recommends the Council authorizes the mayor's signature on the ordinance.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of certain tracts of land, as petitioned by MFA Oil Company, 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 referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on May 21, 2024, the Council, by Motion, determined that it wished to proceed with the annexation of said tracts 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:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence SO degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 25 North, Range 32 West, Newton

County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence NO degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

The above described lands being more particularly described as:

A part of the southwest quarter (sw¹/₄) of southwest quarter (sw¹/₄) of section 36, township 25 north, range 32 west, Newton County, Missouri, said tract being tract deeded in deed recorded in Newton County, Missouri Records Office in book 349 page 8681, being more particularly described as follows: commencing at the southwest corner of said sw¹/₄ of sw¹/₄ of section 36; thence s 89 degrees 57 minutes 23 seconds east, along the south line of section 36, 57.35 feet; thence n 00 degrees 48 minutes 06 seconds east 22.98 feet to an iron pin on the north right-of-way line of industrial drive for a point of beginning; thence continuing n 00 degrees 48 minutes 06 seconds east 155.90 feet to an iron pin; thence s 89 degrees 59 minutes 20 seconds east 259.33 feet to a found gas pipe; thence s 00 degrees 01 minutes 32 seconds west 113.21 feet to a fence corner post; thence n 89 degrees 57 minutes 23 seconds west 50.00 feet to a fence corner post; thence s 00 degrees 01 minutes 32 seconds west 40.46 feet to a fence corner post on the north right- of-way line of above mentioned industrial drive; thence s 89 degrees 24 minutes 11 seconds west along said north right-of-way line 211.49 feet to the point of beginning.

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 ordinance shall be in effect upon final passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

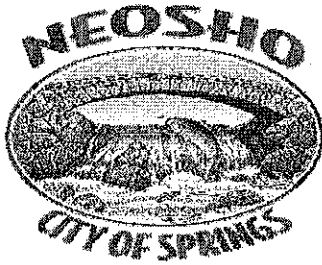
APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL



Planning and Zoning Department

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

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): MFA Oil Company

STREET ADDRESS OWNER(s): 1 Ray Young Drive

CITY, STATE, ZIP CODE: Columbia, MO 65201

MAILING ADDRESS: PO Box 519, Columbia, MO 65205-0519

PHONE: (573) 442-0171

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: MFA Oil Company
David Freund, 1630 Industrial Dr. Neosho, MO (417) 389-2939

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 1630 Industrial Drive

ARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: MFA Oil Company

REQUESTED ZONING: _____

ELECTRIC PROVIDER: _____

NATURAL GAS PROVIDER: _____

TELEPHONE PROVIDER (LANDLINE): _____

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: _____

OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use Only

Application Accepted. By: _____

Date: _____

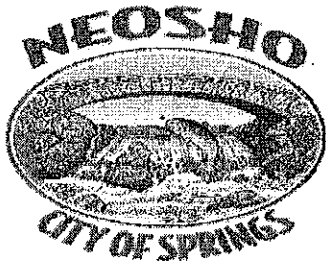
Time: _____

☐ Parcel Map Received

☐ Application Fee Received

☐ Deed Received

☐ Publication Fee Received



Planning and Zoning Department

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

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 9th day of April, 2024.

OWNER SIGNATURE: James Greer for MFA Oil Co. DATE: 4-9-2024

OWNER NAME (print): James Greer for MFA Oil Company

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

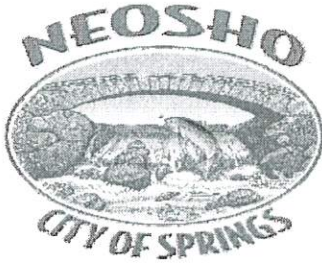
CO-OWNER NAME (print): _____

Staff Use Only

Received By: _____

Date: _____

Time: _____



Planning and Zoning Department

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

AFFIDAVIT FOR A CORPORATION

James Greer
President Officer
MFA Oil Company
Corporation

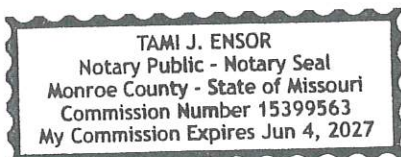
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 9th day of April, 2024, before me personally appeared James Greer, to me personally known, who being duly sworn, did declare that he/she is President of MFA Oil Company, that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Officer acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

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

Tami J. Ensor
Notary Public

My commission expires: 06/04/27



**MFA OIL COMPANY
CORPORATE RESOLUTION
CERTIFICATE OF SECRETARY**

I, Tami Ensor, being Corporate Secretary of MFA Oil Company, hereby certify that the following resolution was duly adopted by the Board of Directors of the Company on March 25, 2015, and that no action has been taken to rescind or amend such resolution and such is now in full force and effect:

WHEREAS, from time to time it is necessary for the officers of MFA Oil Company to enter into contracts in the normal course of business for the sale or purchase of assets up to \$500,000, and

WHEREAS, the Board of Directors believes it is in the best interests of MFA Oil Company and its members that the officers of MFA Oil Company have the authority to sell or purchase assets of a value up to \$500,000,

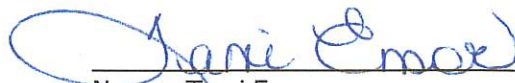
NOW, THEREFORE, BE IT RESOLVED, that the officers of MFA Oil Company are hereby authorized to sell or purchase assets in the normal course of business for a value up to \$500,000 in any single business transaction, and

BE IT FURTHER RESOLVED, that the officers of MFA Oil Company are further authorized to take any and all steps, and sign any and all documents necessary to sell or purchase assets in the normal course of business for a value up to \$500,000 in any single business transaction.

I also certify that the following were duly elected and are currently serving as officers of MFA Oil Company:

Jon Ihler – President and Chief Executive Officer
Jeff Raetz – Chief Financial Officer
Kenny Steeves – Senior Vice President of MFA Oil Operations
James Greer – Senior Vice President, Supply & Transportation
Ed Harper – Vice President, Enterprise Risk Management
Amanda Cooper – Vice President of Human Resources
Charlie Alexander – Vice President of Big O Tire Operations
Jennifer Bach – Vice President of Break Time Operations
Tami Ensor – Corporate Secretary
Daniel Beckett – General Counsel

IN WITNESS WHEREOF, I have hereunto affixed my hand this 15th day of February, 2024.



Name: Tami Ensor
Title: Corporate Secretary

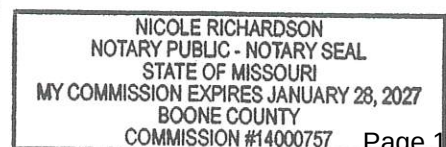
State of Missouri
County of Boone

Subscribed and sworn to before me, a notary public on this 15th day of Feb, 2024.



Notary Public

My commission expires: 1-28-2027



Notice of Public Hearings

Neosho Planning and Zoning Board

May 14, 2024, at 6:00pm
Neosho City Council Chambers
203 East Main Street

Neosho City Council

May 21, 2024, at 7:00pm
Neosho City Council Chambers
203 East Main Street

Regarding the initial zoning of:

MFA Oil Company
1360 Industrial Drive
Neosho, MO 64850

To C-3 Commercial Business District

Described as:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence SO degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence NO degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

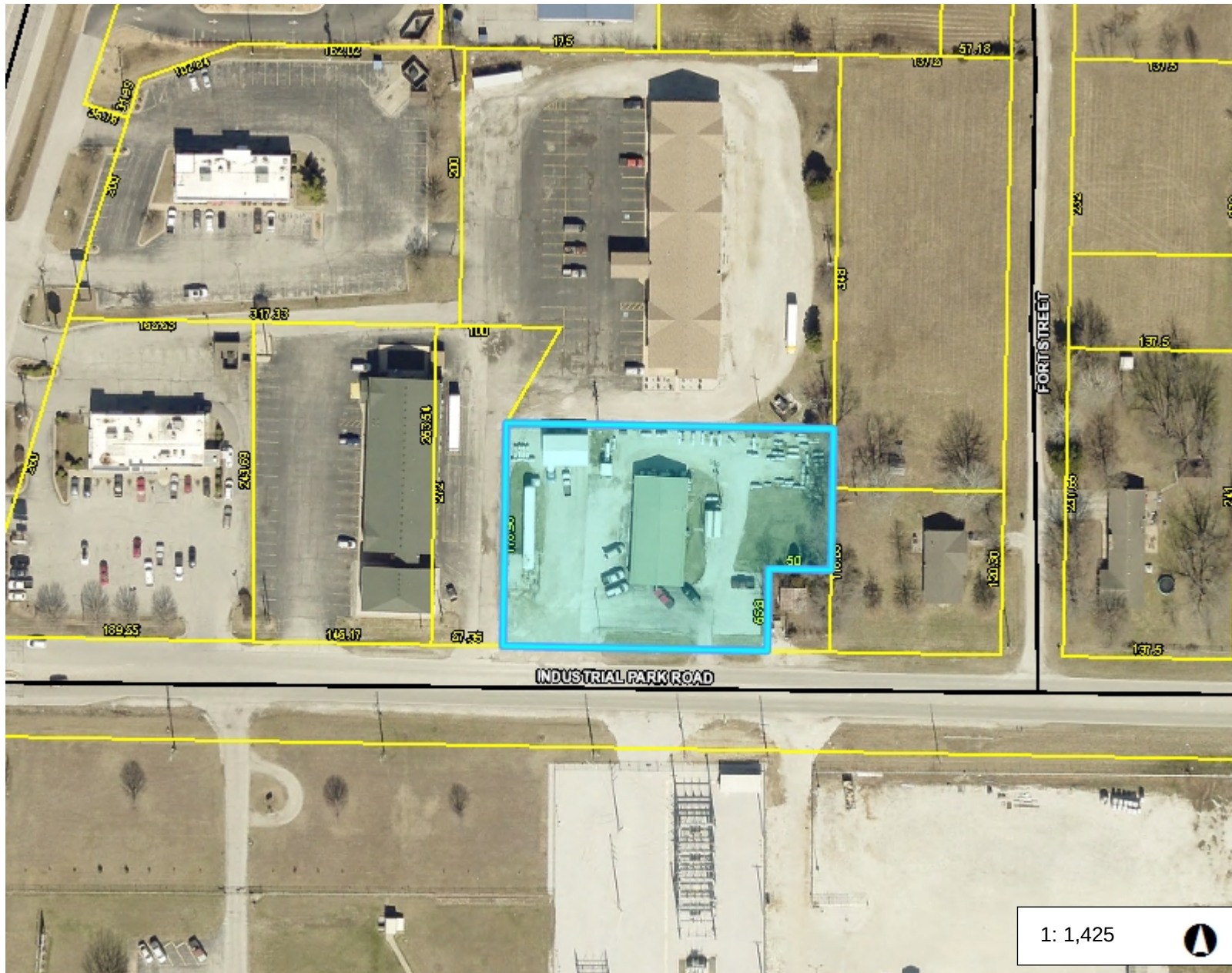
The above described lands being more particularly described as:

A PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, SAID TRACT BEING TRACT DEEDED IN DEED RECORDED IN NEWTON COUNTY, MISSOURI RECORDERS OFFICE IN BOOK 349 PAGE 8681, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 36; THENCE S 89 DEGREES 57 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 36, 57.35 FEET; THENCE N 00 DEGREES 48 MINUTES 06 SECONDS EAST 22.98 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE FOR A POINT OF BEGINNING; THENCE CONTINUING N 00 DEGREES 48 MINUTES 06 SECONDS EAST 155.90 FEET TO AN IRON PIN; THENCE S 89 DEGREES 59 MINUTES 20 SECONDS EAST 259.33 FEET TO A FOUND GAS PIPE; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 113.21 FEET TO A FENCE CORNER POST; THENCE N 89 DEGREES 57 MINUTES 23 SECONDS WEST 50.00 FEET TO A FENCE CORNER

POST; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 40.46 FEET TO A FENCE CORNER POST ON THE NORTH RIGHT- OF-WA Y LINE OF ABOVE MENTIONED INDUSTRIAL DRIVE; THENCE S 89 DEGREES 24 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 211.49 FEET TO THE POINT OF BEGINNING.

Inquiries please contact:
Richard Leavens
Development Services Director
(417) 451-8050 x 103

Neosho, MO



Legend

Neosho Streets

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

Parcel

1: 1,425



237.5 0 118.76 237.5 Feet

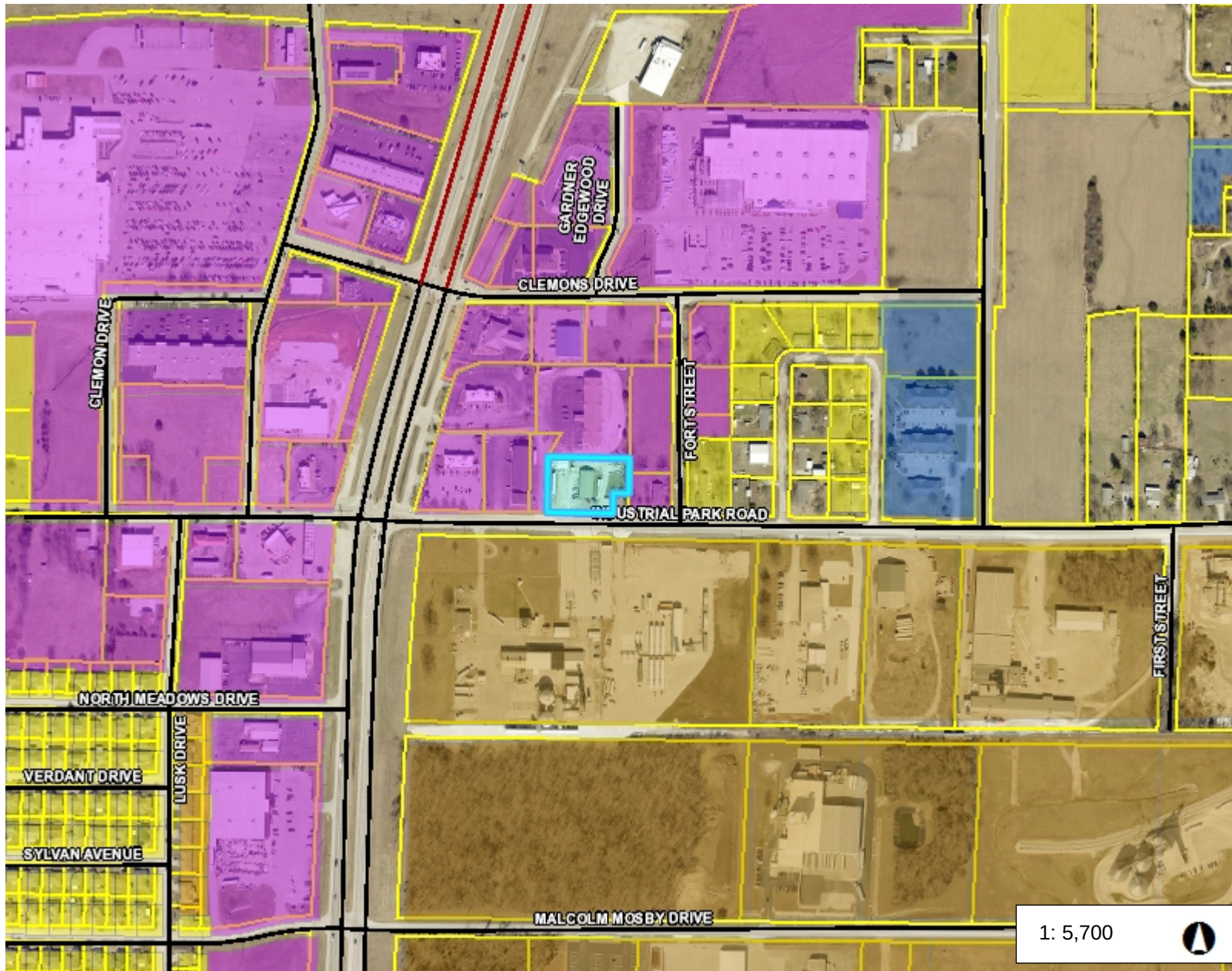
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

1630 Industrial Drive
MFA Oil Company

Neosho, MO



Legend

Neosho Streets

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

Zoning

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

Parcel

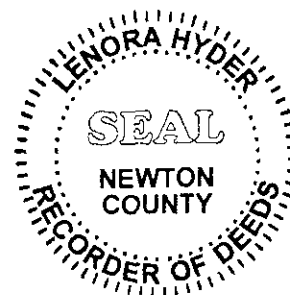
Notes

1630 Industrial Drive
MFA Oil Company

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

30.00
MFA Oil Co.
#W: Larry Fick
PO Box 519
Columbia, MO 65205

Image# 004818700003 Type: LAN
Recorded: 06/27/2014 at 09:57:00 AM
Total Amt: \$30.00 Page 1 of 3
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00003940
BK 363 PG 3907



Cash

TRUSTEE'S DEED UNDER ACTIVE TRUST

THIS DEED, made and entered into this 27th day of June, 2014, by and between Roberta J. Brown as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and as Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000, of Newton County, Missouri, Grantor, and MFA Oil Company, a Missouri cooperative association, Grantees, whose mailing address is One Ray Young Drive, P.O. Box 519, Columbia, MO 65205-0519,

Witnesseth:

Whereas, Grantor is the duly appointed, qualified, and acting Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and the duly appointed, qualified, and acting Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000 under two separate trust agreements entitled the Michael G. Brown Revocable Trust dated September 20, 2000 (which has now become irrevocable because of the death of the said Michael G. Brown) and the Roberta J. Brown Revocable Trust dated September 20, 2000; and

Whereas, under each of said instruments Grantor as is granted a general power of sale of the real estate hereinafter described; and

Whereas, Grantor as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 is the owner of an undivided one-half tenancy in common interest in the property described below and Grantor, as Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000 is the owner of an undivided one-half tenancy in common interest in the property described below, and desires, and intends hereby to convey a 100% interest in the property described below to the Grantee;

Now, Therefore, Grantor, pursuant to Grantor's powers under the two trusts referred to above, does by these presents Bargain and Sell, Convey and Confirm unto the said Grantee, a 100% interest in the following described tracts or parcels of land situated in the County of Newton, State of Missouri, to-wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township

25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence S 0 degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence N 0 degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

The above described lands being more particularly described as:

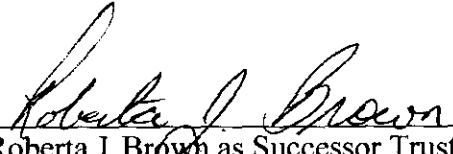
A PART OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, SAID TRACT BEING TRACT DEEDED IN DEED RECORDED IN NEWTON COUNTY, MISSOURI RECORDERS OFFICE IN BOOK 349 PAGE 8681, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 36; THENCE S 89 DEGREES 57 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 36, 57.35 FEET; THENCE N 00 DEGREES 48 MINUTES 06 SECONDS EAST 22.98 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE FOR A POINT OF BEGINNING; THENCE CONTINUING N 00 DEGREES 48 MINUTES 06 SECONDS EAST 155.90 FEET TO AN IRON PIN; THENCE S 89 DEGREES 59 MINUTES 20 SECONDS EAST 259.33 FEET TO A FOUND GAS PIPE; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 113.21 FEET TO A FENCE CORNER POST; THENCE N 89 DEGREES 57 MINUTES 23 SECONDS WEST 50.00 FEET TO A FENCE CORNER POST; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 40.46 FEET TO A FENCE CORNER POST ON THE NORTH RIGHT-OF-WAY LINE OF ABOVE MENTIONED INDUSTRIAL DRIVE; THENCE S 89 DEGREES 24 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 211.49 FEET TO THE POINT OF BEGINNING.

Subject to covenants, conditions, easements, and restrictions of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee, and to Grantee's successors and assigns forever; the said Grantor as trustee of said two trusts hereby covenanting that said

Grantor and Grantor's successors as trustee shall and will warrant and defend the title to the premises unto the said Grantee, and to Grantee's successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under them.

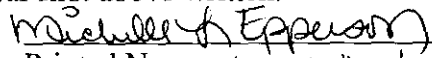
IN WITNESS WHEREOF, the said Grantor have hereunto set her hand the day and year first above written.


Roberta J. Brown as Successor Trustee of
the Michael G. Brown Revocable Trust
dated September 20, 2000 and as Trustee of
the Roberta J. Brown Revocable Trust dated
September 20, 2000

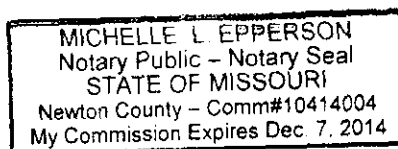
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 27th day of June, 2014, before me personally appeared Roberta J. Brown, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, in her roles as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000.

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


Printed Name: Michelle L. Epperson
Notary Public

My Commission Expires: 12-7-2014



REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Bill No. 2024-48: Rezoning of 1630 Industrial Drive (MFA Propane) as a C-3, Commercial Business District

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-48 Rezoning of 1630 Industrial-MFA Propane
 2. 1630 Industrial P&Z Annexation-Application
 3. 1630 Industrial Drive Rezone Council
 4. 1630 Industrial site
 5. 1630 Industrial zoning
 6. MFA Oil Deed 1
-

PURPOSE:

The purpose of this item is to gain the Council's authorization for the mayor to sign an ordinance zoning the property located at 1630 Industrial Drive as a C-3, Commercial Business District.

BACKGROUND:

1630 Industrial Drive has requested to be annexed into the City of Neosho in a zone that allows them to continue the business as it has been. The request has been reviewed by the Planning and Zoning Committee. The committee has recommended the location be accepted as a C-3, Commercial Business District.

RECOMMENDATION:

Staff recommends the Council authorize the mayor's signature.

AN ORDINANCE of the City of Neosho to amend the zoning District Map for the City of Neosho for certain property within the limits of the City located at 1630 Industrial Drive, Neosho, Missouri, as requested by the owner, MFA Oil Company from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from MFA Oil Company to rezone from District "R-1" First Dwelling House District to a District "C-3" Commercial Business District for property legally described as:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence SO degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence NO degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

The above described lands being more particularly described as:

A part of the southwest quarter (sw $\frac{1}{4}$) of southwest quarter (sw $\frac{1}{4}$) of section 36, township 25 north, range 32 west, Newton County, Missouri, said tract being tract deeded in deed recorded in Newton County, Missouri Records Office in book 349 page 8681, being more particularly described as follows: commencing at the southwest corner of said sw $\frac{1}{4}$ of sw $\frac{1}{4}$ of section 36; thence s 89 degrees 57 minutes 23 seconds east, along the south line of section 36, 57.35 feet; thence n 00 degrees 48 minutes 06 seconds east 22.98 feet to an iron pin on the north right-of-way line of industrial drive for a point of beginning; thence continuing n 00 degrees 48 minutes 06 seconds east 155.90 feet to an iron pin; thence s 89 degrees 59 minutes 20 seconds east 259.33 feet to a found gas pipe; thence s 00 degrees 01 minutes 32 seconds west 113.21 feet to a fence corner post; thence n 89 degrees 57 minutes 23 seconds west 50.00 feet to a fence corner post; thence s 00 degrees 01 minutes 32

seconds west 40.46 feet to a fence corner post on the north right- of-way line of above mentioned industrial drive; thence s 89 degrees 24 minutes 11 seconds west along said north right-of-way line 211.49 feet to the point of beginning.

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved.

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended for certain property within the limits of the City located at 1630 Industrial Drive, Neosho, Missouri, as requested by the owner, MFA Oil Company, and same to be amended and changed from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District for the property legally described as follows:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence SO degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence NO degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

The above described lands being more particularly described as:

A part of the southwest quarter (sw $\frac{1}{4}$) of southwest quarter (sw $\frac{1}{4}$) of section 36, township 25 north, range 32 west, Newton County, Missouri, said tract being tract

deeded in deed recorded in Newton County, Missouri Records Office in book 349 page 8681, being more particularly described as follows: commencing at the southwest corner of said sw¹/₄ of sw¹/₄ of section 36; thence s 89 degrees 57 minutes 23 seconds east, along the south line of section 36, 57.35 feet; thence n 00 degrees 48 minutes 06 seconds east 22.98 feet to an iron pin on the north right-of-way line of industrial drive for a point of beginning; thence continuing n 00 degrees 48 minutes 06 seconds east 155.90 feet to an iron pin; thence s 89 degrees 59 minutes 20 seconds east 259.33 feet to a found gas pipe; thence s 00 degrees 01 minutes 32 seconds west 113.21 feet to a fence corner post; thence n 89 degrees 57 minutes 23 seconds west 50.00 feet to a fence corner post; thence s 00 degrees 01 minutes 32 seconds west 40.46 feet to a fence corner post on the north right- of-way line of above mentioned industrial drive; thence s 89 degrees 24 minutes 11 seconds west along said north right-of-way line 211.49 feet to the point of beginning.

Section 2. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 3. This this ordinance shall be in effect upon final passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

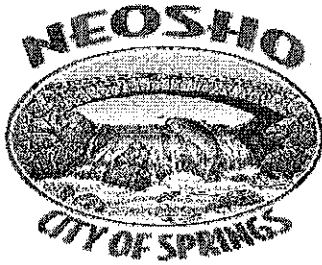
APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL



Planning and Zoning Department

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

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): MFA Oil Company

STREET ADDRESS OWNER(s): 1 Ray Young Drive

CITY, STATE, ZIP CODE: Columbia, MO 65201

MAILING ADDRESS: PO Box 519, Columbia, MO 65205-0519

PHONE: (573) 442-0171

OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: MFA Oil Company
David Freund, 1630 Industrial Dr. Neosho, MO (417) 389-2939

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 1630 Industrial Drive

ARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR

BUSINESS(ES) ON PROPERTY: MFA Oil Company

REQUESTED ZONING: _____

ELECTRIC PROVIDER: _____

NATURAL GAS PROVIDER: _____

TELEPHONE PROVIDER (LANDLINE): _____

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of \$100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: _____

OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use Only

Application Accepted. By: _____

Date: _____

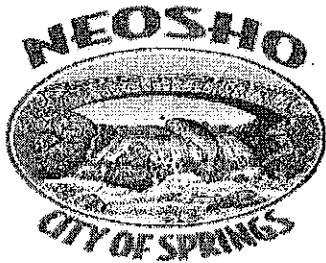
Time: _____

☐ Parcel Map Received

☐ Application Fee Received

☐ Deed Received

☐ Publication Fee Received



Planning and Zoning Department

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

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this 9th day of April, 2024.

OWNER SIGNATURE: James Greer for MFA Oil Co. DATE: 4-9-2024

OWNER NAME (print): James Greer for MFA Oil Company

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

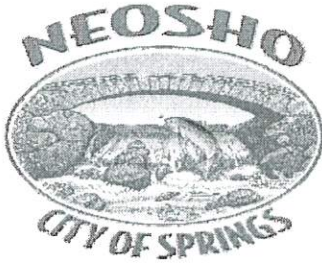
CO-OWNER NAME (print): _____

Staff Use Only

Received By: _____

Date: _____

Time: _____



Planning and Zoning Department

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

AFFIDAVIT FOR A CORPORATION

James Greer
President Officer
MFA Oil Company
Corporation

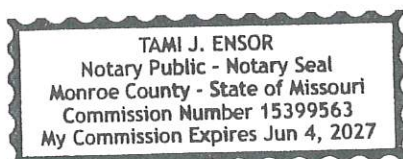
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 9th day of April, 2024, before me personally appeared James Greer, to me personally known, who being duly sworn, did declare that he/she is President of MFA Oil Company, that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Officer acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

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

Tami J. Ensor
Notary Public

My commission expires: 06/04/27



**MFA OIL COMPANY
CORPORATE RESOLUTION
CERTIFICATE OF SECRETARY**

I, Tami Ensor, being Corporate Secretary of MFA Oil Company, hereby certify that the following resolution was duly adopted by the Board of Directors of the Company on March 25, 2015, and that no action has been taken to rescind or amend such resolution and such is now in full force and effect:

WHEREAS, from time to time it is necessary for the officers of MFA Oil Company to enter into contracts in the normal course of business for the sale or purchase of assets up to \$500,000, and

WHEREAS, the Board of Directors believes it is in the best interests of MFA Oil Company and its members that the officers of MFA Oil Company have the authority to sell or purchase assets of a value up to \$500,000,

NOW, THEREFORE, BE IT RESOLVED, that the officers of MFA Oil Company are hereby authorized to sell or purchase assets in the normal course of business for a value up to \$500,000 in any single business transaction, and

BE IT FURTHER RESOLVED, that the officers of MFA Oil Company are further authorized to take any and all steps, and sign any and all documents necessary to sell or purchase assets in the normal course of business for a value up to \$500,000 in any single business transaction.

I also certify that the following were duly elected and are currently serving as officers of MFA Oil Company:

Jon Ihler – President and Chief Executive Officer
Jeff Raetz – Chief Financial Officer
Kenny Steeves – Senior Vice President of MFA Oil Operations
James Greer – Senior Vice President, Supply & Transportation
Ed Harper – Vice President, Enterprise Risk Management
Amanda Cooper – Vice President of Human Resources
Charlie Alexander – Vice President of Big O Tire Operations
Jennifer Bach – Vice President of Break Time Operations
Tami Ensor – Corporate Secretary
Daniel Beckett – General Counsel

IN WITNESS WHEREOF, I have hereunto affixed my hand this 15th day of February, 2024.



Name: Tami Ensor
Title: Corporate Secretary

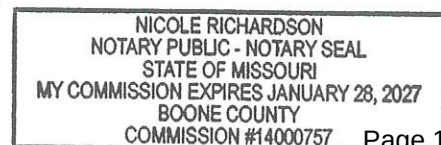
State of Missouri
County of Boone

Subscribed and sworn to before me, a notary public on this 15th day of Feb, 2024.



Notary Public

My commission expires: 1-28-2027



Notice of Public Hearings

Neosho Planning and Zoning Board

May 14, 2024, at 6:00pm
Neosho City Council Chambers
203 East Main Street

Neosho City Council

May 21, 2024, at 7:00pm
Neosho City Council Chambers
203 East Main Street

Regarding the initial zoning of:

MFA Oil Company
1360 Industrial Drive
Neosho, MO 64850

To C-3 Commercial Business District

Described as:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW¹/₄ SW¹/₄ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence SO degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW¹/₄ SW¹/₄ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence NO degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

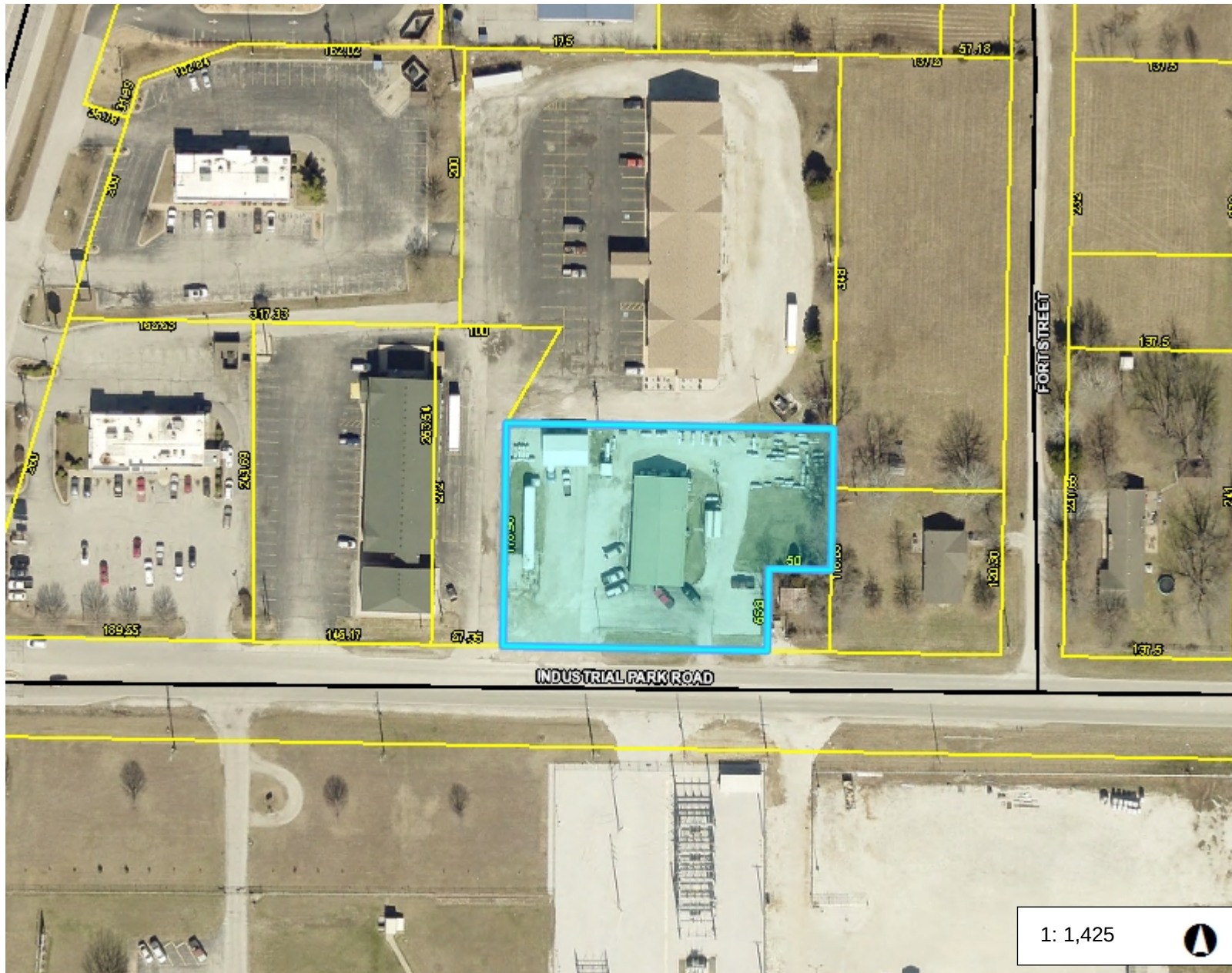
The above described lands being more particularly described as:

A PART OF THE SOUTHWEST QUARTER (SW¹/₄) OF SOUTHWEST QUARTER (SW¹/₄) OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, SAID TRACT BEING TRACT DEEDED IN DEED RECORDED IN NEWTON COUNTY, MISSOURI RECORDERS OFFICE IN BOOK 349 PAGE 8681, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¹/₄ OF SW¹/₄ OF SECTION 36; THENCE S 89 DEGREES 57 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 36, 57.35 FEET; THENCE N 00 DEGREES 48 MINUTES 06 SECONDS EAST 22.98 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE FOR A POINT OF BEGINNING; THENCE CONTINUING N 00 DEGREES 48 MINUTES 06 SECONDS EAST 155.90 FEET TO AN IRON PIN; THENCE S 89 DEGREES 59 MINUTES 20 SECONDS EAST 259.33 FEET TO A FOUND GAS PIPE; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 113.21 FEET TO A FENCE CORNER POST; THENCE N 89 DEGREES 57 MINUTES 23 SECONDS WEST 50.00 FEET TO A FENCE CORNER

POST; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 40.46 FEET TO A FENCE CORNER POST ON THE NORTH RIGHT- OF-WA Y LINE OF ABOVE MENTIONED INDUSTRIAL DRIVE; THENCE S 89 DEGREES 24 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 211.49 FEET TO THE POINT OF BEGINNING.

Inquiries please contact:
Richard Leavens
Development Services Director
(417) 451-8050 x 103

Neosho, MO



Legend

Neosho Streets

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

Parcel

1: 1,425



237.5 0 118.76 237.5 Feet

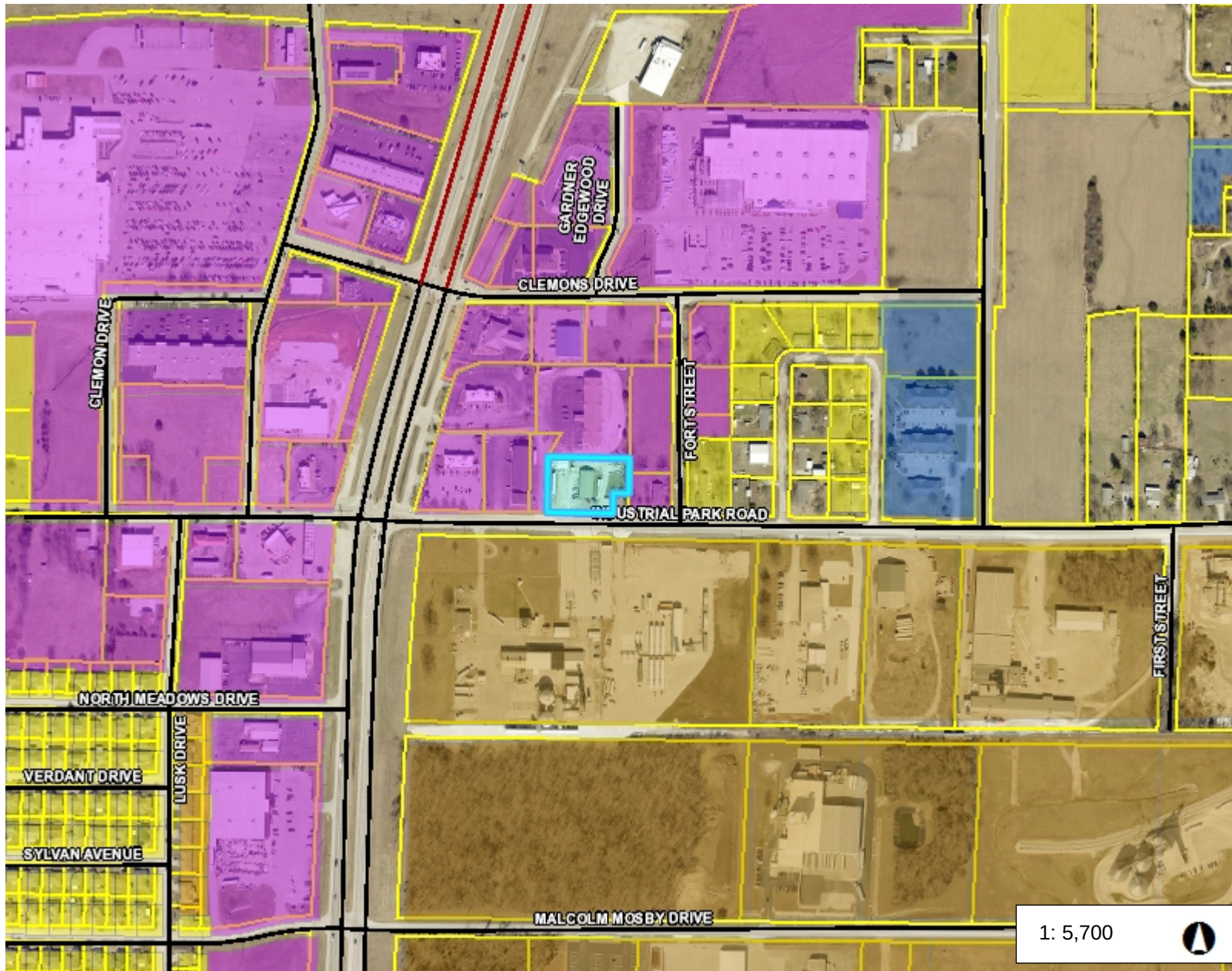
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

1630 Industrial Drive
MFA Oil Company

Neosho, MO



Legend

Neosho Streets

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

Zoning

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

Parcel

1: 5,700



950.1 0 475.03 950.1 Feet

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

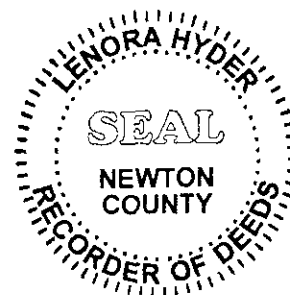
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

1630 Industrial Drive
MFA Oil Company

30.00
MFA Oil Co.
#W: Larry Fick
PO Box 519
Columbia, MO 65205

Image# 004818700003 Type: LAN
Recorded: 06/27/2014 at 09:57:00 AM
Total Amt: \$30.00 Page 1 of 3
Newton County Recorder
Lenora Hyder Recorder of Deeds
File# 2014-00003940
BK 363 PG 3907



Cash

TRUSTEE'S DEED UNDER ACTIVE TRUST

THIS DEED, made and entered into this 27th day of June, 2014, by and between Roberta J. Brown as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and as Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000, of Newton County, Missouri, Grantor, and MFA Oil Company, a Missouri cooperative association, Grantees, whose mailing address is One Ray Young Drive, P.O. Box 519, Columbia, MO 65205-0519,

Witnesseth:

Whereas, Grantor is the duly appointed, qualified, and acting Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and the duly appointed, qualified, and acting Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000 under two separate trust agreements entitled the Michael G. Brown Revocable Trust dated September 20, 2000 (which has now become irrevocable because of the death of the said Michael G. Brown) and the Roberta J. Brown Revocable Trust dated September 20, 2000; and

Whereas, under each of said instruments Grantor as is granted a general power of sale of the real estate hereinafter described; and

Whereas, Grantor as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 is the owner of an undivided one-half tenancy in common interest in the property described below and Grantor, as Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000 is the owner of an undivided one-half tenancy in common interest in the property described below, and desires, and intends hereby to convey a 100% interest in the property described below to the Grantee;

Now, Therefore, Grantor, pursuant to Grantor's powers under the two trusts referred to above, does by these presents Bargain and Sell, Convey and Confirm unto the said Grantee, a 100% interest in the following described tracts or parcels of land situated in the County of Newton, State of Missouri, to-wit:

Part of the Southwest Quarter of the Southwest Quarter of Section 36, Township

25, Range 32, beginning at a point 118 feet (measured 118.27 feet) East of the Southwest corner of said SW ¼ SW ¼ Sec. 36, thence East 151 feet, thence North 65.8 feet, thence East 50 feet, thence North 414.72 feet, thence West 10.18 feet (measured 10.04 feet), thence Southwesterly to the point of beginning, EXCEPT commencing at the Southwest corner of said Section 36; thence East along the South line of Section 36, 118.27 feet to the Southwest corner of a tract described in Deed Book 341 at Page 7043; thence N 21 degrees 36 minutes 06 seconds East along the West line of said tract, 192.24 feet to the point of beginning; thence N 21 degrees 41 minutes 49 seconds East 324.86 feet to the Northwest corner of said tract; thence N 88 degrees 58 minutes 16 seconds East 10.04 feet to the Northeast corner thereof; thence S 0 degrees 01 minutes 32 seconds West, along the East line thereof, 302.22 feet; thence N 89 degrees 54 minutes 40 seconds West 130 feet to the point of beginning and SUBJECT to any part taken or deeded for road purposes. ALSO part of the SW ¼ SW ¼ of Section 36, Township 25 North, Range 32 West, Newton County, Missouri, described as commencing at the Southwest corner of said Section 36; thence East, along the South line of Section 36, 57.35 feet to the point of beginning; thence N 0 degrees 45 minutes 50 seconds East 178.96 feet; thence S 89 degrees 54 minutes 40 seconds East 129.31 feet to a found gas pipe on the Westerly line of a tract described in Deed Book 341 at Page 7043; thence S 21 degrees 36 minutes 06 seconds West 192.24 feet to the Southwest corner of said tract; thence West 60.92 feet to the point of beginning.

The above described lands being more particularly described as:

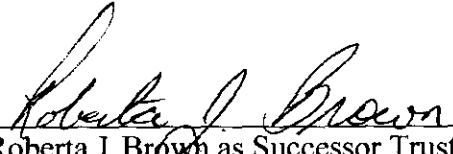
A PART OF THE SOUTHWEST QUARTER (SW¼) OF SOUTHWEST QUARTER (SW¼) OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, SAID TRACT BEING TRACT DEEDED IN DEED RECORDED IN NEWTON COUNTY, MISSOURI RECORDERS OFFICE IN BOOK 349 PAGE 8681, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¼ OF SW¼ OF SECTION 36; THENCE S 89 DEGREES 57 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 36, 57.35 FEET; THENCE N 00 DEGREES 48 MINUTES 06 SECONDS EAST 22.98 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF INDUSTRIAL DRIVE FOR A POINT OF BEGINNING; THENCE CONTINUING N 00 DEGREES 48 MINUTES 06 SECONDS EAST 155.90 FEET TO AN IRON PIN; THENCE S 89 DEGREES 59 MINUTES 20 SECONDS EAST 259.33 FEET TO A FOUND GAS PIPE; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 113.21 FEET TO A FENCE CORNER POST; THENCE N 89 DEGREES 57 MINUTES 23 SECONDS WEST 50.00 FEET TO A FENCE CORNER POST; THENCE S 00 DEGREES 01 MINUTES 32 SECONDS WEST 40.46 FEET TO A FENCE CORNER POST ON THE NORTH RIGHT-OF-WAY LINE OF ABOVE MENTIONED INDUSTRIAL DRIVE; THENCE S 89 DEGREES 24 MINUTES 11 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 211.49 FEET TO THE POINT OF BEGINNING.

Subject to covenants, conditions, easements, and restrictions of record.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said Grantee, and to Grantee's successors and assigns forever; the said Grantor as trustee of said two trusts hereby covenanting that said

Grantor and Grantor's successors as trustee shall and will warrant and defend the title to the premises unto the said Grantee, and to Grantee's successors and assigns, forever, against the lawful claims of all persons claiming by, through, or under them.

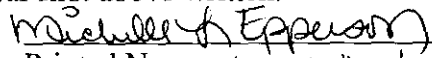
IN WITNESS WHEREOF, the said Grantor have hereunto set her hand the day and year first above written.


Roberta J. Brown as Successor Trustee of
the Michael G. Brown Revocable Trust
dated September 20, 2000 and as Trustee of
the Roberta J. Brown Revocable Trust dated
September 20, 2000

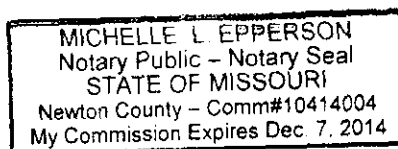
STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 27th day of June, 2014, before me personally appeared Roberta J. Brown, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, in her roles as Successor Trustee of the Michael G. Brown Revocable Trust dated September 20, 2000 and Trustee of the Roberta J. Brown Revocable Trust dated September 20, 2000.

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


Printed Name: Michelle L. Epperson
Notary Public

My Commission Expires: 12-7-2014



REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Bill No. 2024-49: Agreement with First Community Bank for Banking Services

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-49 Agreement w First Community Bank
 2. First Community Bank Custodial Service Agrmt
-

PURPOSE:

To approve and execute the Custodial Services and Depository Agreement with First Community Bank for the City's banking services.

BACKGROUND:

On May 21, 2024, Council approved a bid from First Community Bank for banking services to cover a five-year period.

RECOMMENDATION:

Staff recommends the Council approve the agreement with First Community Bank and authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with First Community Bank, a Missouri financial institution, and First National Bankers Bank, as Custodian, for the purpose of providing banking services for the City of Neosho municipal accounts; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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 First Community Bank and First National Bankers Bank for the purpose of providing banking services for the City of Neosho municipal accounts, 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

Custodial Services Agreement

This Custodial Services Agreement (“Agreement”) is entered into as of this 18th day of June, 2024 by and between City of Neosho (“Depositor”), with its principal office at 203 E Main Street, Neosho, MO 64850, and First Community Bank (“Institution”), with its principal office at 1325 Harrison Street, Batesville, AR 72501 and First National Bankers Bank, (“Custodian”), with its principal office at 7813 Office Park Blvd.; Baton Rouge, Louisiana 70809, with an Arkansas Division located at 325 West Capitol Avenue, Suite 300; Little Rock, Arkansas 72201.

WITNESSETH

WHEREAS, the Depositor has agreed to deposit funds with the Institution pursuant to the terms and provisions of a depository collateral agreement or similar security agreement in which Institution intended to grant to Depositor a security interest in certain property (“Collateral Agreement”), said Collateral Agreement by and between the Depositor and the Institution dated as of June 18, 2024; and -

WHEREAS, pursuant to the terms and provisions of the Collateral Agreement, and pursuant to the Proposal for Services submitted and incorporated herein, the Institution has agreed to assign, transfer, pledge and convey to the Depositor a perfected security interest in certain eligible securities owned by the Institution (the “Collateral”); and

WHEREAS, in order to perfect the Depositor’s security interest in the Collateral, the Custodian, as agent for the Depositor, will accept from the Institution, take possession of and hold such Collateral solely for the benefit of the Depositor.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree as follows:

1. The Custodian hereby accepts employment as the Depositor’s custodian and depository pursuant to the terms of this Agreement.
2. The Custodian shall accept and retain as Custodian solely for the benefit of the Depositor all securities tendered by the Institution as Collateral for its obligations under the Collateral Agreement. Upon receipt of Collateral from the Institution for the benefit of the Depositor, the Custodian shall immediately notify the Depositor of the Collateral pledged by issuing a written custody receipt simultaneously to the Institution and the Depositor evidencing that the Institution has pledged, and the Custodian has received, the Collateral.
3. The Custodian shall identify on its books and records as being pledged to the Depositor specific securities or a quantity of specific securities received by it for, or for the account of, the Depositor. Neither the Institution nor the Custodian shall have any power or authority to, and shall not, transfer, assign, hypothecate, pledge or otherwise dispose of any such securities, except pursuant to instructions from the Depositor and pursuant to the terms of this Agreement. Custodian warrants and represent that no third-party has a right to give an entitlement order regarding the Collateral, and Custodian agrees to notify Depositor and the Institution simultaneously if another person claims a property interest in the Collateral. Upon receipt of such notice, the Institution shall

Custodial Services Agreement

immediately substitute unencumbered Collateral of equivalent value that is free and clear of all adverse claims.

4. If at any time the total fair market value of the Collateral is less than **102** % of the total amount of cash funds on deposit with the Institution that is in excess of current FDIC insurance coverage (the "Maintenance Percentage"), then the Institution shall assign, pledge and convey a security interest to the Depositor in and transfer to the Custodian, solely for the benefit of the Depositor, securities of the type eligible to be pledged pursuant to **§§110.010-110.060 RSMo**, and in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit shall be at least equal to the Maintenance Percentage. The failure by the Institution to provide securities of the type eligible to be pledged pursuant to **§§110.010-110.060 RSMo**, in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit is at least equal to the Maintenance Percentage, shall, at the discretion of the Depositor, result in all funds of the Depositor held by the Institution becoming subject to immediate withdrawal without penalty and with interest being due and payable to the date of withdrawal.
5. The Custodian shall, on the first business day following receipt by the Custodian of prior written notice from the Institution, allow the Institution to withdraw any of the securities constituting the Collateral, if the Institution shall simultaneously deliver to the Custodian as additional Collateral securities of the same type and having at least the same market value as the securities withdrawn.
6. The Custodian is hereby authorized and directed to promptly distribute to the Institution any cash received by the Custodian as payment of accrued interest on any of the securities constituting the Collateral.
7. This Agreement vests "control" of the Collateral in the Depositor as required under the Missouri Uniform Commercial Code. From and after the date of this Agreement, the Custodian will comply with all notifications and instructions it receives originated by the Depositor directing it to transfer or redeem the Collateral without further consent of the Institution. Upon receipt of any such notification and instruction from the Depositor, the Custodian shall promptly forward a copy of the notification or instruction to the Institution. The Custodian agrees not to take any act that would permit a person other than the Depositor to have "control" of the Collateral as that term is defined in the **Missouri** Uniform Commercial Code. Except as specifically provided in the foregoing paragraphs 4 - 6, the Custodian will not release or transfer to the Institution any securities constituting the Collateral without prior instructions from the Depositor, either written or verbal. The Depositor and the Custodian agree that in the case of any conflict between written and verbal instructions, the written instructions will be binding.
8. The Custodian agrees, on a monthly basis, to provide simultaneously to the Depositor and the Institution a current statement reflecting pledged Collateral. The Custodian agrees to provide in such statements its own current fair market price valuations of the securities constituting the

Custodial Services Agreement

Collateral as determined by the methods set forth in the Collateral Agreement; provided, however, the final market value used to determine whether the Institution has satisfied its obligation to maintain sufficient Collateral to meet or exceed the Maintenance Percentage and for any other related audit of the Institution may be those valuations which either the Institution or Custodian, at the sole discretion of the Institution, obtains at a month's end from independent pricing companies in accordance with the Collateral Agreement. The costs of the preparation and delivery of such periodic statements by the Custodian to the Depositor shall be the responsibility of the Institution.

9. In the absence of bad faith on the part of the Custodian, the Custodian shall be permitted to rely upon the authenticity of, and the truth of the statements and the accuracy of the opinions expressed in, and will be protected in acting upon, any document believed by the Custodian to be genuine and to have been signed, affixed or presented by the proper party or parties. The Custodian¹ shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any instruction or request of the Depositor. In addition, the Custodian shall not be liable for any error of judgment made in good faith by an officer of this Custodian, unless it shall be proved that the Custodian was grossly negligent in ascertaining the pertinent facts. In the event the Custodian receives substantially contemporaneously contrary written instructions from the Depositor and the Institution, then the Custodian may, at its election and without liability to either the Depositor or the Institution, interplead the securities constituting the Collateral in a court of competent jurisdiction, and the Depositor's and the Institution's sole recourse shall be against each other and the securities constituting the Collateral so interplead.
10. The Collateral shall be held in a joint custody account for the benefit of the Depositor; provided, however, this shall in no way restrict the release of said Collateral in accordance with the terms of this Agreement as may be otherwise set forth herein, including, without limitation, the procedures for substitution of such Collateral. The Collateral shall not be held in a margin account, and no margin or other credit will be extended to the Institution with respect to the Collateral. The Custodian waives its right to a security interest in the pledged Collateral and subordinates in favor of Depositor any security interest, lien, or right to setoff it may have, now or in the future, against the Collateral.
11. This Agreement shall be subject to and construed in accordance with the laws of the State of Arkansas, except in those instances in which Missouri law is involved and referred to herein, in which case, Missouri law shall govern. Venue shall be any Missouri court having proper jurisdiction and said court shall interpret Arkansas law when applicable
12. This Agreement may be amended at any time by written agreement between the Depositor and the Custodian, with prior written notice to the Institution.
13. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original.
14. Notices and other writings shall be delivered or mailed postage prepaid to the parties at the

Custodial Services Agreement

addresses set forth on the signature page hereof.

15. The duties of the Custodian as provided in this Agreement shall continue in effect until the security interest has been terminated, and the Depositor shall notify the Custodian within a reasonable time of the termination in writing. This Agreement may be terminated thirty (30) days after receipt of written-notice by the Custodian or the Depositor. The Institution may not terminate this Agreement. The Custodian and the Institution agree that if, upon termination of this Agreement, the Depositor's deposit with the Institution continues to require collateral as provided in the Collateral Agreement, the Collateral will be transferred to an account under the exclusive control of the Depositor.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Custodial Services Agreement

IN WITNESS WHEREOF, the parties hereto, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their name and delivered as of the date first above written.

DEPOSITOR: CityofNeosho
Address for Notices 203Main Street Neosho, MO 64850
Signature:_____

Title: Mayor, Richard Davidson

CUSTODIAN: First National Bankers Bank _____
Address for Notices: 325 West Capitol Avenue, Suite 300; Little Rock, AR 72201
Signature: _____

Title:

INSTITUTION: First Community Bank _____
Address for Notices: 1325 Harrison Street, Batesville, AR 72501
Signature: _____

Title: Senior Vice President, Operations

This Custodial Services Agreement ("Agreement") is entered into as of this 18th day of June, 2024 by and between:

City of Neosho, with its principal office at 203 E Main Street, Neosho, MO 64850 ("Depositor")

First Community Bank, with its principal office at 1325 Harrison Street, Batesville, AR 72501 ("Institution")

First National Bankers Bank, with its principal office at 7813 Office Park Blvd.; Baton Rouge, Louisiana 70809, ("Custodian")

W I T N E S S E T H

WHEREAS, the Depositor has agreed to deposit funds with the Institution pursuant to the terms and provisions of a security agreement or similar agreement in which Institution intended to grant to Depositor a security interest in certain property ("Security Agreement"), said Security Agreement by and between the Depositor and the Institution dated as of 18th day of June, 2024; and .

WHEREAS, pursuant to the terms and provisions of the Security Agreement and pursuant to the Proposal for Services submitted and incorporated herein, the Institution has agreed to assign, transfer, pledge and convey to the Depositor a perfected security interest in certain eligible securities owned by the Institution (the "Collateral"); and

WHEREAS, in order to perfect the Depositor's security interest in the Collateral, the Custodian, as agent for the Depositor, will accept from the Institution, take possession of and hold such Collateral solely for the benefit of the Depositor.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree as follows:

1. The Custodian hereby accepts employment as the Depositor's custodian and depository pursuant to the terms of this Agreement.
2. The Custodian shall accept and retain as Custodian solely for the benefit of the Depositor all securities tendered by the Institution as Collateral for its obligations under the Security Agreement. Upon receipt of Collateral from the Institution for the benefit of the Depositor, the Custodian shall complete any one or a combination of the following actions: (i) immediately notify the Depositor, by telephone or otherwise, of the Collateral pledged, (ii) issue a written receipt to the Institution evidencing Custodian's receipt of the Collateral, and (iii) within three business days issue and provide delivery to Depositor written confirmation evidencing Institution has pledged and Custodian has received Collateral.
3. The Custodian shall identify on its books and records as being-pledged to the Depositor specific securities or a quantity of specific securities received by it for, or for the account of, the Depositor. The Custodian shall have no power or authority to transfer, assign, hypothecate, pledge or otherwise dispose of any such securities, except pursuant to instructions from the Depositor and pursuant to the terms of this Agreement.
4. If at any time the ratio of the market value of the Collateral to the amount of funds on deposit is less than the Maintenance Percentage, then the Institution shall assign, pledge and convey a security interest and transfer to the Depositor securities of the type eligible to be pledged pursuant, and in such amount so that the ratio of the market value of such pledged securities to the amount of funds on deposit shall be at least equal to the Maintenance Percentage. Failure by Institution to provide securities of the type eligible to be pledged pursuant to §§110.010-110.060 RSMo, in such amount so that the ratio of the market value of such pledged securities to the amount of funds on deposit is at least equal to the Maintenance Percentage, shall at the discretion of the Depositor all funds of the Depositor held by the Institution subject to immediate withdrawal without penalty and with interest being due and payable to the date of withdrawal.

5. The Custodian shall, on the first business day following receipt by the Custodian of prior written notice from the Institution, allow the Institution to withdraw any of the securities constituting the Collateral, if the Institution shall simultaneously deliver to the Custodian as additional Collateral securities of the same type and having at least the same market value as the securities withdrawn.
6. The Custodian is hereby authorized and directed to promptly distribute to the Institution any cash received by the Custodian as payment of accrued interest on any of the securities constituting the Collateral.
7. Except as specifically provided in the foregoing paragraphs, the Custodian will not release or transfer to the Institution any securities constituting the Collateral without prior instructions from the Depositor, either written or verbal. The Depositor and the Custodian agree that in the case of any conflict between written and verbal instructions, the written instructions will be binding. Within three business days, the Custodian will issue and provide delivery to Depositor written confirmation evidencing Institution has released the Collateral.
8. The Custodian agrees, upon request of the Depositor, to provide to the Depositor a current statement reflecting pledged collateral. In addition, the Custodian agrees to provide to the Institution current market price valuations of the securities constituting the Collateral.
9. In the absence of bad faith on the part of the Custodian, the Custodian shall be permitted to rely upon the authenticity of, and the truth of the statements and the accuracy of the opinions expressed in, and will be protected in acting upon, any document believed by the Custodian to be genuine and to have been signed, affixed or presented by the proper party or parties. The Custodian shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any instruction or request of the Depositor. In addition, the Custodian shall not be liable for any error of judgment made in good faith by an officer of this Custodian, unless it shall be proved that the Custodian was grossly negligent in ascertaining the pertinent facts. In the event the Custodian receives substantially contemporaneously contrary written instructions from the Depositor and the Institution, then the Custodian may, at its election and without liability to either the Depositor or the Institution, interplead the securities constituting the Collateral in a court of competent jurisdiction, and the Depositor's and the Institution's sole recourse shall be against each other and the securities constituting the Collateral so interplead.
10. This Agreement may be amended at any time by written agreement between the Depositor and the Custodian, with prior written notice to the Institution.
11. This Agreement shall be subject to and construed in accordance with the laws of the State of Arkansas, except in those instances in which Missouri law is involved and referred to herein, in which case, Missouri law shall govern. Venue shall be any Missouri court having proper jurisdiction and said court shall interpret Arkansas law when applicable.
12. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original.
13. Notices and other writings shall be delivered or mailed postage prepaid to the parties at the addresses set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties hereto, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their name and delivered as of the date first above written.

DEPOSITOR: City of Neosho
Address for Notices 203 Main Street Neosho, MO 64850
Signature: _____
Title: Mayor, Richard Davidson

CUSTODIAN: First National Bankers Bank
Address for Notices: 325 West Capitol Avenue, Suite 300; Little Rock, AR 72201
Signature: _____
Title: _____

INSTITUTION: First Community Bank
Address for Notices: 1325 Harrison Street, Batesville, AR 72501
Signature: _____
Title Senior Vice President, Operations

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Bill No. 2024-50: Loss Prevention and Safety Manual

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Bill No. 2024-50 Adopting Loss Prevention Safety Manual

2. 2024 Safety Manual_Final

PURPOSE:

The purpose of this item is for Council to approve the updated Loss Prevention and Safety Manual.

BACKGROUND:

The current Loss Prevention and Safety Manual has not been updated since 2016. The Loss Prevention and Safety Manual is a guideline for city employees to follow while on duty. The City's Safety Committee, which includes all directors, meets monthly and has been in the process of reviewing and updating. The safety committee will continue to review annually.

RECOMMENDATION:

Staff recommends approval of the Loss Prevention and Safety Manual.

AN ORDINANCE of the City of Neosho, Missouri, adopting a Loss Prevention and Safety Manual for use by the staff of the City of Neosho, Missouri.

WHEREAS, the City Council desires a comprehensive set of general guidelines and policies governing safe work practices to better protect City staff and employees from injuries and/or exposures to dangers and to protect City property; and

WHEREAS, these policies are intended to apply to all city employees with the City; and

WHEREAS, the policies contained in Loss Prevention and Safety Manual are general guidelines for the City's employees. They are not intended to be a guarantee of safety, expressed or implied.

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

Section 1. That the Loss Prevention and Safety Manual, 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. This Ordinance shall be effective on passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL



CITY OF NEOSHO LOSS PREVENTION AND SAFETY MANUAL

Updated May 2024

LOSS PREVENTION POLICY

It is the intent of the City of Neosho to implement a comprehensive loss prevention program. The City's employees are its most important asset, and their safety is our greatest responsibility. The health and safety of all is our utmost consideration. Employees at all levels are directed at making safety a matter of continuing concern. This program emphasizes that effective loss prevention is a key part of management responsibilities and can only be effective by fully utilizing the City's available resources and enlisting the support of all personnel.

Operational activities must be reviewed to minimize exposure to personal injury and property damage. Planned operations should be reviewed to include consideration of errors which may occur. Accidents are unplanned events. Proper planning and supervision can minimize the likelihood of accidents. Accidents are preventable. The key to loss prevention is to initiate the necessary pre-planning to minimize unsafe acts, contain risks, and control unsafe conditions.

Through emphasis on loss prevention techniques, refinement of work policies and procedures, and creating a safe working environment, we will reduce injuries to our employees and prevent damage to property. All employees are responsible for compliance with the City's Loss Prevention Program as outlined in the attached manual. Employees are expected, as a condition of their employment, to adopt the concept that the safe way to complete a task is the most efficient and the only acceptable way. Safety will be included as part of the performance evaluation of each and every City employee.

The successful implementation of this program rests with each one of us. Let's rise to the occasion and make our Loss Prevention Program a complete success. Let's make it part of our daily lives as employees of the City. I look forward to working with you in this very important effort.

David Kennedy
City Manager

SAFETY COMMITTEE

The Safety Committee will serve as an advisory body to the City Manager. It will be responsible for recommending policies and procedures affecting the administration of the loss prevention program. Membership will be comprised of city department directors stated below:

1. City Clerk
2. Development Services Director
3. Fire Chief
4. Finance Director
5. Human Resources Director
6. Parks and Recreation Director
7. Police Chief
8. Public Works Director

Members appointed by Department Directors may be supervisory personnel. The Safety Committee shall meet monthly, attendance is mandatory. Activities of the Committee shall include, but not be limited to the following:

1. Meeting minutes will be taken by the Risk Management Coordinator and in their absence the City Clerk shall take minutes. Minutes will be distributed to the City Manager, each Department Director, and to Departmental Supervisors. Minute files will be maintained in the Risk Management Coordinator's Office.
2. The Committee shall recommend policies and procedures affecting the development and administration of an aggressive accident prevention program.
3. The Committee shall recommend program goals and objectives to ensure the success of this program.
4. Establish a safety guideline handbook including general rules and regulations.
5. Review data, records, and reports of safety matters. This will include review of claims filed during the preceding month and making recommendations as to how the accident could have been avoided.
6. Perform follow-up investigation of accidents and make safety inspections when appropriate. The committee will file a report to the City Manager and Department Director(s) making recommendations as to accident prevention.
7. Develop a continuing program of safety and health.
8. Prepare an annual report to the City Council concerning the programs significant activities/accomplishments.
9. Review safety suggestions presented by employees.
10. Formulate recommendations for safety material, policy and procedure changes, and equipment needs that can enhance the loss prevention program.

LOSS PREVENTION RESPONSIBILITIES

Each employee is responsible for implementing the provisions of this program. The responsibilities listed below are minimum and shall in no way be construed to limit individual initiative to implement more comprehensive procedures to reduce losses.

CITY MANAGER

The City Manager has overall responsibility for the Loss Prevention Program and its administration. Specific responsibilities include:

1. Establishing the City's Loss Prevention Program.
2. Developing in each Department Director a strong commitment to the safety program and its success.
3. Review serious accidents to ensure that their causes are being investigated and that proper corrective action is taken to prevent a reoccurrence.
4. Review the necessary Loss Prevention Program to appraise its effectiveness.

RISK MANAGEMENT COORDINATOR

The Risk Management Coordinator is responsible for directing this program. Duties include:

1. Present recommendations where necessary to the City Manager.
2. Administer the City's Loss Prevention Program.
3. Consult directly with management personnel and employees on loss prevention matters.
4. Perform investigations to ensure that unsafe conditions or practices are identified and corrected.
5. Keep the City Manager and Department Directors informed about the status of matters affecting the loss prevention program.
6. Maintain an effective safety awareness program for City employees.
7. Coordinate compliance with federal, state, and local safety laws.

DEPARTMENT HEADS

Each Department Director is responsible for maintaining a safe and healthy working environment. The Director is responsible for providing the work environment, work procedures, and service to the highest extent possible for the safety of City employees and the general public. Each department director will:

1. Develop and support a safety program that will reduce and control accidents.
2. Appoint a Departmental representative to the Safety Committee.
3. Develop safety rules and regulations pertinent to governing the conduct of departmental activities and programs.
4. Establish and maintain a system of safety analysis and perform regular inspections.
5. Provide training and continuing safety instruction to all Departmental employees. Hold each supervisor accountable for explanation of preventable injuries, collisions, and liability incurred by departmental employees.
6. Take corrective action on unsafe conditions.

SUPERVISORY PERSONNEL

Supervisory personnel have responsibility for employee safety. This includes personnel, equipment, work area, and methods. Supervisors are responsible for the following:

1. Enforcing safety procedures that apply to their work.
2. Providing adequate training to employees under their direction.
3. Accountable for preventable injuries, collisions, and liabilities caused by their employees.
4. To enforce management policies.
5. Provide safety instruction to focus attention upon potential hazards, changes in work conditions or procedures.
6. Ensure that all employees are instructed in the use and need for protective equipment.
7. Continually evaluate work conditions and procedures to correct unsafe conditions and practices.
8. Investigate accidents and make certain that corrective actions are taken.
9. Ensure that safety equipment and protective devices are available for each job, are used, and properly maintained.
10. Report accidents/injuries to the Risk Management Coordinator as soon as practicable after the accident.

EMPLOYEES

Employees are required, as a condition of employment, to work safely to prevent injuries to themselves, their fellow workers, and to the public. Each employee will:

1. Promptly report to their supervisor unsafe actions, practices, or conditions.

2. Cooperate with and assist in the investigation of accidents, to identify correctable causes, and to prevent their reoccurrence.
3. Promptly report to their supervisor all accidents and injuries.
4. Observe proper safety practices at all times.
5. Maintain clean, orderly work areas and equipment.
6. Not engage in horseplay.
7. Observe safety rules and adhere to published work instructions.
8. Wear protective equipment when working in hazardous operation areas.
9. Arrive at work suitably attired for their job.

EMPLOYEE VIOLATION OF SAFETY REQUIREMENTS

Any employee found to be in violation of this section, or other sections of this manual shall be subject to dismissal in accordance with the City of Neosho Employee Handbook.

All employees may be dismissed at any time for any of the causes listed. The employee will be advised in writing of the reasons for the dismissal. A copy of the dismissal notice will be placed in the employee's personnel file.

LOSS PREVENTION METHODS

Each of the following loss prevention methods are an important part of the overall program.

INSPECTIONS

Quarterly facility inspections shall be conducted by a three-member team that includes the department director, Deputy Fire Chief, and Building Inspector. The panel will issue a written report on their findings and recommendations at the next Safety Committee Meeting.

Informal inspections should be made regularly by each Department Director, this is to ensure that hazards are kept at a minimum and that safe work practices are enforced. Emphasis should be placed on the condition of facilities, equipment, and machinery as well as implementation of the overall program such as:

1. Good housekeeping.
2. Utilization of prescribed protective equipment.
3. Compliance with Departmental work rules.
4. Vehicle/equipment condition.
5. Proper storage of flammable liquids and maintenance of firefighting equipment.
6. Proper guarding of open pits, ditches, tanks, etc.
7. Proper maintenance of equipment and tools.
8. Compliance with the safety program.

JOB SAFETY ANALYSIS FOR HAZARDOUS WORK

To eliminate accidents in high hazard areas, each supervisor must make workers aware of the hazards that exist and ensure an understanding of the method of performing each job safely. It is essential that published work rules be used to identify hazards. The procedures for developing these published work rules through job safety analysis (JSA) are as follows:

1. The job is broken down into steps.
2. Each step is analyzed for hazards that could cause an accident. The purpose is to identify the inherent hazards so that each step of the job can be performed safely.
3. When the hazards and potential accidents associated with each step are identified and their causes understood, ways of eliminating them can be developed.

4. Using the information gathered from the first three steps. Work rules are implemented which address the specific problems/hazards. This becomes an aid to assist the supervisor in instructing employees in the safest method of performing their jobs.

JOB SAFETY TRAINING

Supervisors are responsible for training newly hired, newly assigned, or reassigned employees in job safety procedures. Employees must be properly trained. The supervisor should:

1. Preparation
 - a. Put the employee at ease.
 - b. Define the job.
 - c. Create employee interest.
 - d. Instruct the employee in the correct performance of the job.
2. Presentation
 - a. Illustrate one important step at a time.
 - b. Stress key points.
 - c. Communicate clearly, completely, and patiently.
3. Performance
 - a. Instruct while the job is being completed by the employee.
 - b. Have the employee explain key points as the job is repeated.
 - c. Make sure the employee understands.
 - d. Work with the employee until you are satisfied that they are able to complete the tasks safely.
4. Follow-Up
 - a. Assign the employee to the task.
 - b. Designate to whom the employee goes for help.
 - c. Check frequently; encourage questions.
 - d. Taper off extra coaching and close follow-up.

ACCIDENT INVESTIGATION

Investigation of any accident is the key in controlling losses. Thorough investigation, recording, and corrective follow-up of each accident is absolutely necessary if anything is to be learned from the experience.

Injuries must be investigated by the supervisor of the injured person as soon as possible after it has occurred. The investigation shall be in report form and/or on the proper forms based on your City policy. The following procedures must be followed as closely as possible:

1. Check the scene and reconstruct as much as possible without repeating the accident.
2. Collect evidence. If any injury or near miss occurs, it is essential to determine what happened and why.
3. It is important to interview witnesses at the scene as soon as possible thereafter.
4. If the injury is minor, interview the victim. The interview should be made as soon as practical. If the injury is serious, select the right time. Weigh the evidence and determine remedies to eliminate reoccurrence.
5. Weigh the evidence and determine remedies to eliminate reoccurrence.

SAFETY DISCIPLINE

When violations of policies occur, corrective action must be immediate and positive. Disciplinary action will be considered when any person causes an injury or destroys or damages equipment either by willfully violating safe work rules or by disregarding regulations or by demonstration of an attitude of indifference or defiance. Department Directors will have latitude in determining the extent of disciplinary action to be taken.

The correction of improper performance requires more attention than the correction of mechanical and machine hazards.

The correction of improper or unsafe actions requires instruction, a demonstration of how to do the job, and follow-up to see that the instructions are followed.

GENERAL SAFETY RULES

Practical Jokes and Personal Conduct

1. Employees shall not engage in practical jokes or "horseplay". This is considered inappropriate, libelous activity and shall not be tolerated under any circumstances. Disciplinary action may result.
2. Each employee must comply with safety and health standards and all rules, regulations, and orders which are applicable to his or her own actions and conduct. Violations may be considered sufficient grounds for disciplinary action, including discharge.
3. Employees shall perform their work in a safe and alert manner and be aware of the possibility of unseen danger or situations. Employees are not expected to sacrifice their own or others' safety to perform their duties.
4. An employee shall avoid distracting the attention of another worker from their job until it is determined that no danger will result.
5. A fellow employee should be cautiously warned, when seen in a dangerous situation, to avoid confusing, startling, or alarming them.
6. Employees shall not use compressed air or other compressed gases for cleaning their clothing because of the dangers of flying particles and the possibility of forcing air through their pores into their bloodstream.
7. Supervisors shall be responsive to their employees and aware of the job hazards.
8. Modifying, displacing, removing, or disconnecting any safety device is prohibited.
9. Do not paint (or cover) over safety instructions.
10. Firearms, ammunition, explosives, and other weapons of any kind are not allowed on the City of Neosho property. Possession, display, or use of these items may result in disciplinary action, excluding the police department or unless authorized.

Equipment Safety Shields/Guards

1. No shield/guard shall be removed from any machine or piece of equipment except to perform required maintenance.
2. Should a guard/shield be found broken or missing, it is to be reported and then repaired/replaced immediately and/or the equipment must be tagged out of service until the correction is made.
3. Guards removed to perform maintenance operations shall be replaced immediately and the machine shall not be operated while the guards are removed except for maintenance certification.

Housekeeping

1. Good housekeeping shall be maintained in shops, yards, buildings, vehicles, and job sites. Supervisors shall be responsible for proper housekeeping in or around the work they are supervising.
2. Walks, aisles, stairways, fire escapes, and other passageways shall be kept clear of obstructions and tripping hazards. Access to electrical panels, control bulbs, fire extinguishers, etc., shall be kept clear of obstructions.
3. Tools and materials shall not be placed where they may cause tripping or stumbling hazards, or where they may fall and strike anyone.
4. Tools shall be cleaned and returned to their proper place when job is completed.
5. Puddles of oil, paint, water, etc., shall be cleaned up promptly. Absorbent material should be used as a cleanup aid when needed.
6. Nails in boards, such as those removed from sheathing, scaffolds, forms, and packing boxes shall be removed and the boards carefully stacked or stored if they are to be reused. If such boards are to be added to a scrap pile for disposal, nails should be bent over or removed.

7. Scrap containers, or scrap collection areas, shall be provided where needed and used for storage of wood and metal scraps.
8. Scrap material of salvage value shall be properly stored until suitable arrangements are made.
9. Combustible materials, such as oil-soaked rags, waste and shavings shall be kept in approved metal containers with metal lids. Containers shall be emptied as soon as practicable.
10. Dispose of glass separately. Fluorescent tubes need special handling.
11. Eliminate fly and insect attractions, if possible, at least provide some control.
12. Used rags shall be kept in metal or metal lined bins having metal covers.
13. Flammable liquids shall be used only for their designed purposes. Gasoline, benzene, naphtha, lacquer thinner, etc., shall not be used for cleaning purposes or for starting or kindling fires.
14. All solvents should be kept in approved, properly labeled containers. Gasoline, benzene, naphtha, lacquer thinner, and other solvents of this class shall be handled and dispensed only in U.L. approved, properly labeled (yellow letters) red safety cans.
15. Permanent floors and platforms shall be kept free of dangerous projections or obstructions and shall be maintained reasonable free from oil grease, or water. Where the type of operation produces slippery conditions, mats, grates, cleats, or other methods shall be used to reduce the hazard from slipping.
16. Materials and supplies shall be stored in an orderly manner to prevent their falling or spreading and to eliminate tripping and stumbling hazards.
17. Paper and other combustible materials shall not be allowed to accumulate, and weeds or other range vegetation shall not be permitted to grow in or around the neighborhood of substations, pole yards, buildings, tanks, or other structures.
18. In any building, except one provided for their storage, flammable liquids such as gasoline, benzene, naphtha, lacquer thinner, etc. shall be limited to five gallons, in U.L. approved, properly labeled containers.
19. Rule 112-s does not apply to kerosene and cleaning agents of the "Stoddard" solvent class; however, not more than one gallon of such liquids shall be kept in any open container. The container shall be provided with a proper cover and be kept securely covered except when in actual use.
20. When pouring or pumping gasoline or other flammable liquids from one container to another, metallic contact shall be maintained between the pouring and receiving containers. Transferring of flammable liquids from one container to another shall be accomplished only in properly ventilated spaces free from ignition sources.
21. Strict adherence shall be paid to "No Smoking" and "Stop Your Motor" signs at fuel dispensing locations.

Smoking

Smoking or open flames shall not be permitted in areas where dangerous gases might be present; for example, oxygen buildings, acetylene storage, or similar areas. Neither shall smoking be permitted in storerooms, battery rooms, flammable liquid storage and use locations, or in other areas where quantities of combustible materials are kept. Absence of "No Smoking" signs shall not excuse smoking in dangerous places. Smoking is not allowed in the service center, water treatment plant, wastewater treatment buildings or any public works building.

Fire Protection

1. Good housekeeping is one of the most effective aids to fire prevention. Wastepaper, rags, and other combustible materials shall not be allowed to accumulate.
2. Matches, cigars, cigarettes, pipe tobacco, and ashes shall be disposed of in ashtrays or other non-combustible containers. Ashtrays shall be emptied into metal trash containers. Smoking debris shall not be emptied into wastepaper baskets.
3. The growth of weeds, tall grass, or other vegetation shall be controlled in or around structures, yards, buildings, tanks, or storage areas. A regular procedure shall be provided for the periodic cleanup of these areas.
4. Grease and rubbish shall not be allowed to accumulate in elevator shafts and pits.
5. When temporary, combustion-type heating devices, such as salamanders or LP heaters are used:

- a. Adequate fresh air shall be available. Where fresh air is inadequate, mechanical ventilation shall be provided.
- b. They shall not be set directly upon wooden floors or other combustible material unless the heater is specifically designed for that purpose.
- c. They shall be located at least 10 feet from the vicinity of combustible material such as tarpaulins, canvas, plastic film coverings, etc.
- d. They shall be set horizontally level, unless otherwise permitted by the manufacturer's markings, and shall be securely placed to prevent overturning and the spillage of fuel.
6. Firefighting equipment shall not be used, tampered with, or removed from designated locations for purposes other than firefighting or rescue operations.
7. Fire doors shall be properly identified and maintained in good operating condition and checked periodically. Materials or equipment shall not be placed to obstruct the fire doors.
8. Flame or excessive heat shall not be used near fire-detecting devices or automatic sprinkler heads in service. Proper clearance shall be maintained between the top level of equipment or stored material and sprinkler heads or fire detectors.
9. Defective or inadequate electric wiring shall be immediately repaired, removed, or replaced. Oversize fuses or oversize circuit breakers shall not be used. Fuse and circuit breaker boxes shall be kept closed except during maintenance or testing.
10. Employees shall not smoke nor use matches or open flames (and prevent electric sparks) in areas where combustible gases may exist, until tests prove that combustible gases are not present. Such conditions may exist in confined spaces such as gas-filled electrical equipment, or in manholes, vaults, battery rooms, or transformer or oil circuit breaker tanks.
11. Flammable liquids, such as gasoline, benzene, naphtha, and lacquer thinner shall be kept in approved safety cans identified by proper markings. The quantity shall be kept to a minimum except in approved areas. Flammable liquids shall be kept in closed containers when not actually in use. Where more than five (5) gallons of flammable or combustible liquids or five (5) pounds of flammable gas are being used, a fire extinguisher with a U.L. rating of not less than 10-B shall be provided within 50 feet.
12. Flammable liquids such as gasoline, benzene, naphtha, and lacquer thinner shall not be used for cleaning purposes.
13. When pouring or pumping flammable liquids from one container to another, metallic contact shall be maintained, or an electrical bonding jumper connected between the containers to minimize the possibility of static spark ignition.
14. Proper precautions shall be used in the presence of material in the form of dust or powder to prevent an explosion.
15. Employees shall be familiar with the location and proper use of fire extinguishers in their work area. Whenever a fire extinguisher is used, it shall be promptly replaced. The used fire extinguisher shall be recharged as soon as possible.
16. Except for wheeled type equipment, all fire extinguishers shall be mounted. (Recommended height is 42 inches or less.)
17. All employees shall know the classes of fire, their burning characteristics, and the proper extinguishing agent to be used.
 - a. (Class "A" fires involve normal combustibles such as wood and paper. Extinguishing agents include water, soda-acid and multipurpose dry chemical.)
 - b. (Class "B" fires involve oils and flammable liquids. Extinguishing agents include CO₂ and dry chemicals.)
 - c. (Class "C" fires involve electrical equipment. Extinguishing agents include CO₂ and dry chemicals.)
 - d. (Halon 1301 (Freon) and Halon 1211 are gaseous extinguishing agents suitable for combating both Class "B" and Class "C" fires, especially at indoor locations. Both agents are slightly toxic in low concentrations (less than 5 percent) and will cause unconsciousness in a short period of time when the concentration is above 15 percent. When the extinguishing agent is released, precautionary measures similar to those for toxic, confined spaces should be employed.)
18. Carbon tetrachloride fire extinguishers shall not be used; carbon tetrachloride is extremely toxic.
19. Employees shall be instructed in the proper use of fire extinguishing equipment and methods of extinguishing fires (including clothing fires).

20. Fire protection equipment shall not be blocked or hidden from view. In large rooms and in certain locations where visual obstruction cannot be completely avoided, signs shall be conspicuously posted to show the location of such equipment. Never use extinguisher as a coat rack.
21. Extinguishers shall be inspected monthly, or at more frequent intervals when circumstances require them, to ensure that they have not been actuated or tampered with, and to detect any obvious physical damage, corrosion, or other impairments.
22. Extinguishers shall have a durable tag securely attached to show the monthly maintenance date and the initials or signature of the person who performed this service.
23. Electric shock is possible if the person using CO2 fire extinguishers on an electrical fire does not maintain a safe distance from the fire.
24. The discharge horn of a CO2 fire extinguisher becomes very cold during use. Do not touch it.
25. When a CO2 extinguisher is used in an unventilated space, the user can become unconscious because of oxygen deficiency. Employees shall not enter confined spaces after using CO2 extinguishers until the area has been thoroughly ventilated.
26. Although dry chemical fire extinguishers are safe for the employee when used on electrical fires, if the powder becomes wet, a conducting solution is formed which could cause damage to electrical insulation.
27. Multi-purpose dry chemicals for Class A, B, and C fires shall not be mixed with dry chemicals intended for use on Class B and C fires only.
28. Ordinary Combustibles - Fires in paper, wood, drapes, and upholstery requires an extinguisher labeled A.
29. Flammable Liquids - Fires in fuel, oil, gasoline, paint, grease in a frying pan, solvents, and other flammable liquids require an extinguisher labeled B.
30. Electrical Equipment - Fires started in wiring, overheated fuse boxes, conductors, and other electrical sources require an extinguisher labeled C.
31. Metals - Certain metals such as magnesium and sodium require an extinguisher labeled D.
32. The purpose of fire protection systems is to protect life and property by automatically or manually suppressing fire. If not properly maintained, these systems may become worthless.
33. Keep only small quantities of flammables and combustibles on hand. Separate flammables and materials that react with each other.
34. Store flammables only in approved, correctly labeled, properly located and ventilated storage areas.
35. Post the location of the nearest fire alarm station, fire reporting procedure, and the correct method of using all fire extinguishers in your work area.
36. Do not use soda-acid extinguishers on electrical fires.
37. Explosion proof motors, switches and lights are required in areas where explosive gases might be found.
38. Conduct drills and allow practice with each type of extinguisher. Install smoke detectors in personnel areas and check frequently (at least monthly).
39. Hydrostatic test interval varies with contents and type. Example: Dry chemical with stainless steel shell must be tested every 5 years while a dry chemical with mild steel shell allows a 12-year test interval.

Hand Tools

1. All tools, regardless of ownership, shall be of an approved type and maintained in good condition. (Tools are subject to inspection at any time. A supervisor has the authority and responsibility to condemn unserviceable tools, regardless of ownership.)
2. Defective tools shall be tagged to prevent their use, or they shall be removed from the job site.
3. Employees shall always use the proper tool for the job performed. Makeshift and substitute tools shall only be used with proper authorization and under supervision.
4. Hammers with metal handles, screwdrivers or knives with metal continuing through the handle and metallic measuring tapes shall not be used on or near energized electrical circuits or equipment.
5. Tools shall not be thrown from place to place or from person to person; tools that must be raised or lowered from one elevation to another shall be placed in tool buckets or firmly attached to hand lines.
6. Tools shall never be placed unsecured on elevated places.

7. As impact tools such as chisels, punches, drift pins, etc. become mushroomed or cracked, they shall be dressed, repaired, or replaced before further use.
8. Chisels, drills, punches, ground rods and pipes shall be held with suitable holders or tongs (not with the hands) while being struck by another employee.
9. Shims shall not be used to make a wrench fit.
10. Wrenches with sprung or damaged jaws shall not be used.
11. Pipe shall not be used to extend a wrench handle for added leverage unless the wrench was designed for such use.
12. Tools shall be used only for the purposes for which they have been approved.
13. Tools with sharp edges shall be stored and handled so that they will not cause injury or damage. They shall not be carried in pockets.
14. Wooden handles that are loose, cracked or splintered shall be replaced. The handle shall not be taped or lashed with wire.
15. All cutting tools such as saws, wood chisels, drawknives, or axes, shall be kept in suitable guards or in special compartments.
16. Tools shall not be left lying around where they may cause a person to trip or stumble.
17. When working on or above open grating, a canvas or other suitable covering shall be used to cover the grating to prevent tools or parts from dropping to a lower level where others are present, or the danger area shall be barricaded or guarded.
18. The insulation on hand tools shall not be depended upon to protect users from shock.

Portable Electric Tools

1. The non-current carrying metal parts of portable electric tools such as drills, saws and grinders shall be effectively grounded when connected to a power source unless:
 - a. The tool is an approved double-insulated type, or
 - b. The tool is connected to the power supply by means of an isolating transformer or other isolated power supply, such as a 24V DC system.
2. All powered tools shall be examined prior to use to insure general serviceability and the presence of all applicable safety devices. The electric cord and electric components shall be given an especially thorough examination.
3. Powered tools shall be used only within their capability and shall be operated in accordance with the instruction of the manufacturer.
4. All tools shall be kept in good repair and shall be disconnected from the power source while repairs are being made.
5. Electrical tools shall not be used where there is a hazard of flammable vapors, gases, or dust.
6. Tools connected to a central power supply (not isolated) and are not double insulated, shall be protected by a Ground Fault Interrupter (GFI) or by an "assured grounding system."

Pneumatic Tools

1. Compressed air and compressed air tools shall be used with caution.
2. Pneumatic tools shall never be pointed at another person.
3. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected.
4. Safety clips or retainers shall be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.
5. Compressed air shall not be used for cleaning purposes except where reduced to less than 30 p.s.i. and then only with effective chip guarding and personal protective equipment.
6. Compressed air shall not be used to blow dust or dirt from clothing.
7. The manufacturer's safe operating pressure for hoses, pipes, valves, filters, and other fittings shall not be exceeded.
8. The use of hoses for hoisting or lowering tools shall not be permitted.
9. All hoses exceeding 1/2 inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure or disengagement of a connection.

10. Before adjusting or changing air-tools, unless equipped with quick-change connectors, the air shall be shut off at the air supply valve ahead of the hose. The hose shall be bled at the tool before breaking the connection.
11. Eye protection, foot protection and other protective devices shall be worn when their use could reduce the possibility of injury.
12. Pneumatic tools shall be operated only by competent persons who have been trained in their use.
13. The use of metal-reinforced hose shall be avoided near energized equipment. When this type of hose must be used, proper clearances shall be maintained.
14. Jackhammer:
 - a. Read the operator's instruction manual before using the jackhammer.
 - b. The Department Supervisor must certify, by documentation, that appropriate training has been provided.
15. Always fill the compressor engine fuel tank out of doors with engine shut off and cool. Never handle fuel while smoking or in the presence of sparks or open flame. Allow the engine to cool briefly if you need to refuel during operation.
16. Always wear protective equipment. Eye protection (safety glasses or shield), safety helmet, hearing protection, sturdy long pants, and foot protection are essential. Breathing protection may be used at the operator's discretion.
17. Check all bits to see that they are sharp. If not, sharpen according to the manufacturer's recommendations.
18. Always disconnect air supply before inserting or removing tools.
19. Be sure all tools are properly locked into the unit before operating.
20. Keep all bystanders, children, and pets out of the work area.
21. Prevent back injuries by using your leg muscles to lift the machine into operating position.
22. Allow the tool to do the work by using a grip light enough to maintain control.
23. Take rest breaks as needed.
24. If stopping work for a short period of time, or for the day, stop the compressor.

Power Lawn Mowers, Edgers, Etc.

1. Employees shall insure that all applicable guards are in place prior to using power lawn mowers.
2. All power lawn mowers shall be equipped with adequate guards, which shall remain in place while mower is in use.
3. Prior to making adjustment, inspections or repairs, the employee shall turn off the mower and permit it to come to a complete stop.
4. When operating a power mower, the operator shall:
 - a. Remove any rocks, pieces of wire or other foreign objects from the area to be mowed.
 - b. Avoid placing the body in front of the discharge opening.
 - c. When mowing a slope or incline, mow across the face of the slope.
 - d. Wear proper protective equipment to include as a minimum safety glasses or safety goggles. (Safety footwear should be worn.)

Safe Supports and Scaffolds

1. No employee, or any material or equipment, shall be supported or permitted to be supported on any portion of a tree, pole structure, scaffold, ladder, walkway, or other elevated structure, crane, or derrick, etc., without it first being determined that such support is adequately strong and properly secured in place.
2. Employees shall check all scaffolding prior to use to insure it is of sufficient strength and rigidity to safely support the weight of persons and material to which it will be subjected.
3. Employees shall not use a scaffold from 4 to 10 feet in height having a minimum horizontal dimension of less than 45 inches unless proper guardrails are present to provide employee protection.
4. Employees shall not use a scaffold over 10 feet in height unless there is present a standard guardrail, with midrail and toe board, to provide adequate employee protection.
5. Scaffold planks shall extend over their end supports by not less than 6 inches (unless cleated) nor more than 12 inches.

6. Scaffolds shall not be moved without first removing all loose tools, materials and equipment resting on the scaffold deck.
7. All scaffolds shall rest on a suitable footing and shall stand level. Movable scaffolds shall have the casters or wheels locked to prevent movement.

Ladders-General

1. Wooden ladders shall not be painted so as to obscure a defect in the wood; only a clear, non-conductive finish shall be used.
2. All ladders shall be inspected frequently and regularly. Ladders with weakened, broken or missing steps, broken side rails, or other defects shall be tagged and removed from service.
3. Ladders and scaffolds shall be sufficiently strong for their intended use.
4. Portable metal ladders shall not be used in the vicinity of energized electrical circuits. (Exception: Such ladders may be used in specialized work, as high voltage substations, where non-conductive ladders might present a greater hazard. These ladders shall be properly marked.)
5. Ladders shall not be placed in front of doors opening toward the ladder unless the door is open, locked or guarded.
6. When ascending or descending ladders, employees shall have both hands free and shall face the ladder.
7. Only one employee shall work from a ladder at one time (except for hook-type ladders). If two employees are required, a second ladder shall be used.
8. Employees shall use only company-owned ladders.
9. Ladders shall not be used as scaffold platforms.
10. Boxes, chairs, etc. shall not be used as ladders.

Straight Ladders

1. Portable straight ladders shall not be used without non-skid bases.
2. The ladder shall be placed so that the distance between the bottom of the ladder and the supporting point is approximately one-fourth of the ladder length between supports.
3. Straight ladders shall not be climbed beyond the third step from the top.
4. When working from a portable ladder, the ladder must be securely placed, held, tied, or otherwise made secure to prevent slipping or falling.
5. When dismounting from a ladder at an elevated position (as at a roof) the employee shall insure that the ladder side rails extend at least 3 feet above the dismount position, or that grab bars are present.
6. Employees shall belt off to a ladder whenever both hands must be used for the job or there exists a possibility of the employee falling from an elevated position.
7. Ladders shall not be spliced together to form a longer ladder.
8. A ladder shall not be placed against unsafe support.

Step Ladders

1. The top step shall not be used, except for platform ladders.
2. Stepladder legs shall be fully spread, and the spreading bars locked in place.
3. Stepladders shall not be used as straight ladders.
4. When an employee is working on a step ladder over 10 feet high (except a platform ladder), the ladder shall be held by another person.

Material Handling - Lifting and Carrying

1. Test the weight and handling carefully prior to attempting the lift.
2. Consider the size, weight, and shape of the object to be carried. Do not lift more than can be handled comfortably. If necessary, get help.
3. Set feet solidly, one foot can be slightly ahead of the other for increased effectiveness. Feet should be far enough apart to give good balance and stability (approximately the width of the shoulders).
4. Get as close to the load as practicable. Bend legs about 90 degrees at the knees.

5. Crouch, do not squat. It takes about twice as much effort to get up from a squat.
6. Bend knees. Keep the back as straight as practicable. It may be far from being vertical, but it should not be arched. Bend at the hips, not from the middle of the back.
7. Grip the object firmly. Maintain the grip while lifting and carrying. Before changing or adjusting this grip, set the object down again.
8. Straighten the legs to lift the object, and at the same time bring the back to a vertical position. A good tip is to look up at the sky or ceiling when beginning the lift.
9. Never carry a load that you cannot see over or around. Make sure the path of travel is clear. Carry the object close to the body.
10. Never turn at the waist to change direction or to put an object down. Turn the whole body and crouch down to lower the object. Grip the object firmly, keep it close, and keep the back straight (not arched). To keep hands from being pinched against the floor, put one corner of a box or similar object down first, so that the fingers can be removed from under the sides.
11. When lifting an object with another person, employees shall be sure that they both lift it at the same time and let the load down together. One person should give the signals or orders.
12. Improper lifting methods require unnecessary effort and often lead to injury. Ask for help when it is necessary to lift any object that is difficult to handle due to its weight, shape, or size.
13. When carrying long objects each person shall be on the same side of the load.
14. When two or more people are carrying an object, each employee, if possible, should face the direction in which the object is being carried.

Compressed Gases

1. Care shall be exercised in handling all compressed gas cylinders. They shall not be dropped, jarred, or exposed to temperature extremes.
2. Cylinders shall have the valve cap or valve protection device in place at all times, except when in actual use or connected to a welding set.
3. Cylinders shall not be rolled and shall not be lifted by the valve or valve cap; a suitable cradle or other device shall be used.
4. Cylinders shall have their contents properly identified.
5. Compressed gas cylinders, whether full or empty, shall be stored in an upright position and chained or otherwise secured so they cannot fall or be upset.
6. Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease) a minimum of 20 feet or by a 5-foot-high non-combustible barrier.
7. Cylinders shall not be placed where they might become part of an electric circuit or within five feet of an electrical outlet.
8. Hydrogen and fuel gas cylinders shall not be stored inside any operating building. Separate storage buildings or sheltered storage areas shall be used.
9. Employees shall never force connections which do not fit, nor shall they tamper with the safety relief devices of cylinder valves.
10. Before the regulator is removed from a cylinder, the valve shall be closed, and all pressure released from the regulator.
11. A leaking cylinder shall not be used. Such cylinders shall be taken outdoors away from sources of ignition and notify the supervisor.
12. A flame shall never be used to detect gas leaks.
13. The recessed top of cylinders shall not be used as a place for tools.
14. No attempt shall be made to mix gases in a cylinder or to transfer gas from one cylinder to another.
15. A sign "Danger-No Smoking, Matches or Open Lights" or equivalent wording shall be conspicuously posted in rooms or at entrances to areas where fuel gas is used or stored.
16. Hydrogen. Special precautions shall be taken when using hydrogen to avoid the possibility of fire and explosion. "Danger-No Smoking" signs shall be posted where hydrogen is used or stored.
17. Oxygen. Oil grease or similar materials shall not be allowed to come in contact with any valve, fitting, regulator, or gauge of oxygen cylinders.
18. Acetylene. Acetylene cylinders shall be properly secured and always be used, transported, or stored in a vertical position. Cylinders shall be protected from sparks, flames, and contact with energized electrical equipment.

19. Chlorine

- a. Chlorine containers shall be stored and properly secured in a cool place protected from moisture.
- b. Every precaution shall be taken to prevent accidental discharge of the gas, and protective equipment shall be readily available for use in an emergency.
- c. Chlorine cylinders shall never be used or stored near flammable materials.
- d. Should a chlorine leak develop, the cylinder shall be placed so that only "gas" escapes. (An ammonia swab may be used to detect leaks.) Water should not be sprayed or poured on chlorine leaks.
- e. Dry chlorine shall be stored in an isolated area as mixing it with anything, but water could cause a fire or explosion.

Gas Welding and Cutting

1. Only experienced and properly trained persons shall perform welding and cutting. Before welding or cutting is started, the area shall be inspected for potential fire hazards.
2. When welding or cutting in elevated positions, precautions shall be taken to prevent sparks or hot metal from falling onto people or flammable material below.
3. Suitable fire extinguishing equipment shall be immediately available at all locations where welding and cutting equipment is used. Any employee using cutting torch equipment shall make sure tanks are turned off before leaving area.
4. Welders or their helper when engaged in welding or cutting operations shall not carry matches or lighters.
5. Matches or lighters shall not be used to light a torch; a torch shall not be lighted on hot work. A friction lighter or stationary pilot light shall be used.
6. A fire watch shall be maintained wherever welding or cutting is performed in locations where combustible presents a fire hazard. A fire check shall be made of the area one half hour after completion of welding.
7. Where combustible materials such as paper clippings or wood shavings are present, the floor shall be swept clean for a radius of 35 feet before welding. Combustible floors shall be kept wet or protected by fire-resistant shields. Where floors have been wet down, personnel operating arc-welding or cutting equipment shall be protected from possible shock.
8. Approved back flow check valves shall be used on gas welding rigs in both gas and oxygen lines.
9. Welding hose shall not be repaired with tape.
10. Machinery, tanks, equipment, shafts, or pipes that could contain explosive or highly flammable materials shall be thoroughly cleaned and decontaminated prior to the application of heat.
11. In dusty or gaseous spaces where there is a possibility of an explosion, welding or cutting equipment shall not be used until the space is adequately ventilated.
12. Adequate ventilation or approved respiratory equipment shall be used while welding in confined spaces or while brazing, cutting, or welding zinc, brass, bronze, stainless steel, or galvanized or lead coated material.
13. Cadmium bearing materials.
 - a. Proper respiratory protection must be used when welding or cutting cadmium bearing metals.
 - b. Indoors or in confined spaces, local exhaust ventilation or airline respirators shall be used.
 - c. Outdoors, respiratory protection such as approved fume respirators or airline respirators shall be used.

Electric Welding

1. Only authorized persons who are experienced and properly instructed shall operate electric welding equipment.
2. The electric welding machine shall be properly grounded prior to use.
3. Suitable fire extinguishing equipment shall be readily available in the work area.
4. Rules and instructions supplied by the manufacturer or affixed to the machine shall be followed.

5. To protect employees' eyes, face and body during electrical welding and cutting the operator shall wear an approved helmet, proper protective gloves, and clothing. Helpers or attendants shall wear proper eye protection. Other employees shall not observe electric welding operations unless they use approved eye protection.
6. Proper eye protection shall be worn to guard against flying particles when the helmet is raised.
7. Welding screens shall be used whenever other people are exposed to the arc of the welding operation. Welders shall not strike an arc with an electrode, whenever there are persons nearby who might be affected by the arc.
8. When electrode holders are to be left unattended, the electrodes shall be removed, and the holders shall be placed or protected so that they cannot make electrical contact with employees or conducting objects.
9. When the welder must leave his work or stop work for any appreciable length of time, or when the welding machine is to be moved, the power switch or breaker to the equipment shall be shut off.

Electrical Protection

1. Avoid working "Hot" circuits anytime.
2. Only authorized personnel may perform maintenance or repairs on electrical equipment.
3. Disconnect, lockout, and verify power stopped to any equipment before performing any repairs.
4. Treat all wires as live. Report all loose or exposed wires to your supervisor.
5. Electrical equipment grounding wires must not be broken or disconnected.
6. Use a Ground Fault Circuit Interrupter (GFCI) where the grounding system cannot be relied upon.
7. Extension and power cord must not have any breaks in insulation, plugs, or sockets.
8. Obey all high voltage signs and keep the proper distance.
9. Report any spills or leaks of transformer oil to your supervisor.
10. Electric shock frequently causes serious injury, especially where the hazard of the ground and moisture are present. Do not attempt to repair electrical equipment unless you know for certain what you are doing and are authorized to do this type of work.
11. Safety locks and tags must be placed on all electrical circuits or equipment whenever it is out of service for repair. Tags must indicate date of lock out and signature of person responsible for lock out. In some cases, electrical equipment should be kept locked up to all but qualified and authorized electrical workers. No excavation should be attempted in public right of ways without checking with proper agencies and location maps of all underground utilities.
12. Personal protective equipment shall be worn, (i.e. ANSI approved hard hats, hard toed footwear, rubber gloves, etc.).
13. When necessary to work (hot) energized circuits for testing, all safety precautions shall be taken.
14. Approved gloves and hot sticks shall be used while working on 2300, or more, volt equipment, even though de-energized and grounded.
15. Metal ladders are prohibited while working on electrical equipment.
16. Electricians will not be allowed to work alone in isolated areas.
17. All circuits will be de-energized prior to performance of work.
18. All extension cords will be periodically checked for insulation damage.
19. Removal of tags and locks by anyone other than the employees placing the tags and locks on a piece of equipment will be subject to immediate dismissal, as serious injury could be caused to maintenance personnel working on tagged equipment.
20. Switchboards/panels are not to be used as coat racks.
21. Under certain conditions point three (.3) amperes can be fatal. Use caution even under low voltage currents.
22. Automatic starting motors and pumps must carry a warning sign.
23. Avoid "Christmas Trees" arrangements of double sockets, plugs, cords, etc.

Painting

1. Employees using paints, lacquers, thinners, or solvents should avoid inhaling the vapors or getting these materials into their mouths and should wash their hands carefully before eating.
2. Employees wearing clothing contaminated with paint or thinner shall not use or go near open flames.

3. Spraying areas in which dangerous quantities of flammable vapors, mists, combustible residues, dusts, or deposits are present shall be provided with adequate mechanical ventilation, which exhausts to a safe location. This ventilation shall be kept in operation while spraying operations are being conducted and for a sufficient time thereafter to allow vapors to be exhausted.
4. Smoking, welding, open flames, or sparks shall not be permitted in areas where employees are spraying with a combustible or flammable material.
5. "NO SMOKING" signs shall be conspicuously posted in spraying areas and on paint storage rooms.
6. Approved portable safety lamps shall be used in paint spraying areas in which dangerous quantities of flammable vapors, mists, combustible residues, dusts, or deposits are present during spraying operations.
7. Fire protection sprinklers for paint spray booths or spraying areas should be kept as free from deposits as practicable by cleaning daily, if necessary, or by covering the sprinkler head with a very light weight plastic bag that would not interfere with the proper operation of the sprinkler.
8. Suitable portable fire extinguishers shall be installed near paint spraying areas.
9. Employees using spray-painting equipment shall wear an approved mask or respirator and eye protective equipment.

OCCUPATIONAL ILLNESS AND INJURY CONTROL

In addition to methods cited previously, there are several steps which can be taken to reduce the possibility of occupational illness and injuries.

PHYSICAL FITNESS

The fitness of each employee is the key to preventing personal injuries. Employees are encouraged to maintain good health and exercise habits.

FIRST-AID TREATMENT FOR SICK OR INJURED EMPLOYEES

1. Injuries, regardless of how minor, must be reported to the supervisor and call First Nurse. If the supervisor is not available, the injured employee should contact First Nurse and follow their instruction and then report the injury to their supervisor. The supervisor must see that the injured employee seeks first aid or medical treatment.
2. The family of an employee who is seriously ill or injured must be promptly notified by the supervisor or their representative.
3. The Department Director, Risk Management Coordinator, and City Manager shall be notified by the supervisor or their representative.

ClinicalCare24 Telephonic Case Management Program

Program facilitates immediate telephonic nurse contact on a 24/7 basis for injured employees while providing immediate accident reporting to the Member representative and MIRMA as soon as accidents are reported. Telephonic nurse contact will assess and advise employees of the most prudent course of medical treatment. Nurses will triage patient care to ensure appropriate and timely medical care while minimizing any lost time of regular work hours. Telephonic nurses follow up with injured employees and authorized medical providers to assess appropriateness of care while coordinating information to MIRMA. Nurse will document contact in TPA claim system and complete the majority of the First Report of Injury.

It is not necessary to contact ClinicalCare24 in the event of a catastrophic injury where immediate medical intervention is necessary.



EMERGENCY MEDICAL TREATMENT

In the event that a serious injury occurs which requires medical treatment, administer first-aid as necessary and call an ambulance. In the event of an emergency medical situation, treatment should be obtained at the closest appropriate facility or as determined by ClinicalCare24.

INTERACTION OF MEDICINE

An employee taking medication which causes dizziness, blackouts, drowsiness, double visions, impaired judgement, or other similar reactions shall not be allowed to work until treatment is completed, and the effects have dissipated.

INTOXICATION OF EMPLOYEES

An employee reporting to work who is obviously under the influence of alcohol or drugs shall be suspended immediately pending a thorough investigation. Upon evaluation of the facts and confirmation of a violation of work rules, the employee will be dealt with in accordance with the City's personnel regulations.

FLEET SAFETY

GENERAL SAFETY RULES

1. Only those employees specifically authorized and who possess a valid license or permit for the equipment being used shall operate company-owned motor vehicles or personally owned vehicles on company business.
2. Drivers shall know and obey all state and local motor vehicle laws applicable to the operation of their vehicle.
3. The driver shall drive at safe speeds no greater than that permitted by law. Traffic, road, and weather conditions shall be given consideration in determining the safe speed within the legal limit at which the vehicle shall be operated.
4. Maintain a safe distance from other vehicles. On dry pavement, under good driving conditions, use the two (2) second rule for spacing. Pick out a point in the road that is clearly visible, like a shadow, bridge, or road signpost. When the vehicle is front passes that mark, begin to count "one thousand and one, one thousand and two." If your vehicle passes the mark before you count one thousand and two you are following too closely. Slow down!
5. A driver shall not permit unauthorized persons to drive, operate, ride in, or on, a company vehicle.
6. Seat belts are to be worn at all times City of Neosho vehicles that provide seat belts. Should seatbelts not be provided, Per Missouri law the following exceptions apply:
 - a. Vehicles with a gross weight of 6 or more tons.
 - b. Vehicles manufactured prior to January 1, 1968.
7. Employees shall not be permitted to ride or be placed on any part of a moving vehicle that is not designed for safe human transport or part of a work procedure.
8. Employees shall not ride on trailers.
9. Employees shall not jump on or off vehicles in motion.

10. Make sure you are in a comfortable driving position and that you can reach all controls.
11. Adjust mirrors, both the inside and on the outside. When you look at the outside mirror you should be able to see the rear fender.
12. While operating any vehicle, refrain from cellular telephone use altogether, use hands-free equipment that allows both hands to stay on the wheel, or pull over to the side of the road before making or accepting a call.
13. Never attempt to take notes, read work orders, or otherwise divert your attention while driving. All conversations should be suspended during heavy vehicular or pedestrian traffic, severe weather, or any other condition, which may compromise concentration and safety.

Inspection of Equipment

1. The driver shall determine that brakes are in a safe operating condition before operating equipment. If brakes are not working properly, they must be corrected before vehicle is used.
2. The driver shall inspect windshield wipers frequently and see that they are in good operating condition and that the windows and windshield give sufficient visibility for safe operation of vehicle.
3. All lights and reflectors of vehicle shall be inspected by the driver doing any night driving, and if found defective, they shall be repaired immediately.
4. Check proper operation of all other equipment, including handbrake - emergency brake, turn signals, horn, tires, steering, etc.
5. Check all fluid levels prior to driving vehicle.
6. The driver shall report any defects which may have developed during the day. If the brakes are not working properly, they shall be adjusted or repaired before the vehicle is put in operation. Other items, which affect safety, shall be repaired prior to continued vehicle operation.
7. The driver shall be responsible for ensuring that trash or debris will not escape the vehicle while in motion.

Exhaust Gas

The driver shall not operate the motor in any garage except when driving in or out, and then the motor shall be operated as little as practicable. The motor shall not be warmed up inside a garage nor shall the driver test motor operation in a garage unless the exhaust gas is carried directly to outside atmosphere, or doors and windows are open so that adequate ventilation exists.

Operation

1. The operator of a motor vehicle shall clearly signal his intention of turning, passing, or stopping.
2. Upon a signal from a vehicle approaching from the rear, the driver of a company vehicle shall yield the right of way.
3. Drivers shall be prepared to stop, and the right of way shall be yielded to avoid an accident.
4. The driver of a vehicle shall be courteous toward other operators and pedestrians. He shall operate his vehicle in a safe manner and shall yield the right of way to pedestrians and other vehicles when failure to do so might endanger any person or another vehicle.
5. The driver shall stay a sufficient distance behind when following another vehicle so that he can safely stop the vehicle in the clear distance ahead.
6. Drivers shall exercise added caution when driving through residential and school zones.
7. When entering or leaving any building, enclosure, alley, or street where vision is obstructed, a complete stop shall be made, and the driver shall proceed with caution.
8. Trucks on which derricks or booms are erected above traveling height shall not be moved except under the immediate direction of a designated employee, who shall give his undivided attention to the movement.
9. Before a radio equipped vehicle is driven under or adjacent to energized equipment, especially in substation areas, the radio antenna shall be lowered, and clearance checked in order to ensure that proper clearances will be maintained between the vehicle and energized equipment.
10. All ignition systems shall be turned off and no smoking permitted while refueling.

11. When proceeding down a grade, the clutch shall not be disengaged. Trucks, particularly if heavily loaded, shall be in a lower gear on steep grades.
12. Per Missouri law, headlights will be turned on during any period of inclement weather, when fog is present, or when the windshield wipers are used.

Parking

1. When vehicles must be parked on the roadway, they shall be parked on the right-hand side facing in the direction of traffic flow, whenever possible.
2. When parking on a roadway, vehicles shall park off the traveled road surface, whenever possible. When vehicles must park closer than 10 feet to the traveled road surface, appropriate warning devices shall be used.
3. Proper warning lights, reflectors, or red flags in accordance with state or local requirements shall protect trucks or trailers stopped on any public roadway.
4. Vehicles shall not be parked on bridges or over culverts except when necessary for work.
5. Wheel chocks will be used on large vehicles whenever parked as an added protection along with the vehicle's emergency brake system.
6. When it is necessary to park on an incline, the driver shall make sure the vehicle is left in a safe position. The engine shall be turned off, the vehicle placed in the lowest gear, or "park" position, and the parking brake set. The front wheels shall be cut into the curb, or if a curb is not present, the rear wheels shall be chocked.

Backing

1. When possible, vehicles shall be positioned to avoid backing up later or park where you can pull through.
2. Extreme caution shall be exercised when backing a vehicle, to avoid injury to persons and to prevent property damage. If another employee is present, they shall be stationed at the rear of the vehicle to assist the driver in backing the vehicle safely. Turn your head and look back, don't just look in the rear-view mirror. Never back fast or far or into an intersection.
3. When backing a vehicle which has an obstructed view to the rear:
 - a. A reverse signal (back-up alarm) audible above the surrounding noise level shall be used, or
 - b. An observer shall signal that it is safe to back.
 - c. Back slowly. Watch both sides but do not depend entirely on mirrors.
 - d. In any difficult backing situation, enlist the help of another person on the ground as a guide, when such help is available.

Stopping on Highway

1. Stopping on the highway shall be avoided.
2. When it is absolutely necessary to stop on the highway, extreme caution shall be used. Warning signals and lights shall be used.
 - a. Rotating beacon shall be used if vehicle is so equipped.
 - b. Taillights/emergency flashers shall be used.
 - c. Flares or reflectors shall be placed to give adequate advance warning.
 - d. If work is in progress, traffic control devices (together with flaggers, where necessary) shall be used. (See Section 501 - Work Zone Barricading)

Refueling Motor Vehicles

1. Stop the engine before fueling.
2. Avoid static sparks by inserting the hose nozzle firmly in the tank; making sure that metallic contact is made. Keep a hand on the nozzle throughout the entire delivery to prevent overflow.
3. Maintain tight connections on the hose and nozzle to eliminate leaks.
4. Do not permit the tank to overflow.
5. Drain the hose before removing the nozzle.

6. Hang the nozzle securely and see that the cap is placed tightly on the tank.
7. Change clothing immediately if it is saturated with gasoline to prevent possible burns or injury to the skin.
8. Use only Stoddard solvents or some other high flashpoint solvent for cleaning purposes.
9. Prohibit smoking in the area when delivering or receiving gasoline.

DRIVER SELECTION

The selection of employees who will be required to drive full or part-time will be done with care. Drivers of City vehicles can be considered qualified when they meet the following criteria:

1. Possess a valid state issued Driver's License of the proper class.
2. Successfully passes a road test administered by a supervisor.

DRIVER TRAINING

All City drivers will be trained on safe driving habits through the use of a driving course offered by the City of Neosho Police Department. The course will be given to each driver at least once annually. The course will include:

1. Defensive driving skills.
2. Split-second decision making.
3. Backing-up rules.
4. Safe distances.
5. Intersection driving.
6. Poor condition driving on snow, rain, ice, etc.
7. Yearly check-ride assessment.

PREVENTIVE MAINTENANCE

The preventive maintenance program for City vehicles is essential. The maintenance program will include the checking of vehicles daily and monitoring to assure proper maintenance. Repairs shall be made to noted defects.

PERSONAL PROTECTIVE EQUIPMENT

Policy Statement

The City of Neosho considers the safety and health of its employees to be of the utmost importance. All employees working on or visiting areas where hazardous activities are occurring (i.e., construction, operations, and maintenance) will be provided with and required to wear or use personal protective equipment as directed by this policy or department SOP.

Purpose

To require the use of personal protective equipment where there is reasonable probability an injury or illness can be prevented by such equipment. All employees working in or entering a hazardous environment will wear the required personal protective equipment. Failure to comply with all aspects of this policy is grounds for disciplinary action. This policy applies to operations, processes or work which involve(s) a hazardous environment.

Definitions

1. Anchorage – A secure point of attachment for lifelines, lanyards, or deceleration devices, and which is independent of the means of supporting or suspending the employee.
2. ANSI - American National Standards Institute
3. Body harness – A design of straps which may be secured about the employee in a manner to distribute the fall arrest forces over at least the thighs, pelvis, waist, chest, and shoulders with means for attaching it to other components of a personal fall arrest system.

4. Buckle – Any device for holding the body belt or body harness closed around the employee's body.
5. Competent person – A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as in their application and use with related equipment.
6. Connector – a device which is used to couple (connect) parts of the system together. It may be an independent component of the system (such as a carabineer), or an integral component of part of the system (such as a buckle or D-ring sewn into a body belt or body harness, or a snap-hook spliced or sewn to a lanyard or self-retracting lanyard).
7. DBA - A unit for expressing the relative intensity of sound.
8. Dielectric Strength - a nonconductor of direct electric current.
9. Eye and Face Protection - protective devices intended to shield the wearer's eyes and face from a variety of hazards, shall meet the requirements and specifications established in the American National Standard Institute's Practice for Occupational and Educational Eye and Face Protection Z 87.1 - 2003.
10. Face shield - A protective device commonly intended to shield the wearer's face, or portions thereof, in addition to the eyes, from certain hazards.
11. Goggle - A protective device intended to fit the face immediately surrounding the eyes in order to shield the eyes from a variety of hazards.
12. Hand and Body Protection - Protective gloves or clothing worn by an individual to reduce the risk of contamination or electric shock.
13. Hard Hats – hard hats for protecting heads from impact and penetration, from falling and flying objects, shall meet the requirements and specifications established in the American National Standard Institute's Safety Requirements for Industrial Head Protection, Z89.1 - 2003.
14. Hearing Protection - A protection device designed to reduce the effects of noise exposure.
15. Lanyard – A flexible line of rope, wire rope or strap which is used to secure the body belt or body harness to deceleration device, lifeline, or anchorage.
16. PPE - Personal Protective Equipment
17. Personal fall arrest system – A system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body belt, or body harness and may include a lanyard, deceleration device, lifeline, or suitable combinations of these.
18. Protective Footwear - A protective shoe or boot worn by an individual to reduce the risk of impact, contamination, or electric shock. Footwear shall meet the requirements and specifications established in the American National Standard Institute's guidelines (ANSI Z41 - 1991).
19. Respiratory Protection - A protective device that is issued to reduce individual exposure to occupational disease caused by breathing air contaminants (e.g. harmful dusts, fogs, fumes, mists, gases, smokes, particles, sprays, and vapors). Respirators shall meet the requirements and specifications established in the American National Standard Institute's guidelines (29 CFR 1910.134).
20. Safety Restraint Device - A safety device (seat belts, shoulder harnesses, etc.) used to restrain an individual in a moving vehicle to reduce the severity of injury.
21. Safety Vests/Shirts - A vest or shirt worn by an individual working in areas where it is determined necessary that they be clearly visible.
22. Spectacle - A protective device to shield the wearer's eyes from a variety of hazards, depending on spectacle type.
23. Tie-off – The act of an employee wearing personal fall protection equipment connecting directly or indirectly to an anchorage. It also means the condition of an employee being connected to an anchorage.

Responsibilities

1. Department/Division heads and supervisors are responsible for administration of this policy as it pertains to employees and work areas under their jurisdiction. Employees are responsible for observing safe operating procedures pertinent to their duties and for being familiar with and complying with this policy.
2. Department/Division heads shall identify the work areas and hazardous environments and formulate written policies for same.

Hard Hats

1. Hard hats shall be worn by all employees who are required to work, including but not limited to, any of the following circumstances or conditions:
 - a. Within a posted hard hat area.
 - b. On any job where an employee may be struck by falling or flying objects or menaced by bumps, such as, but no limited to:
 - i. Traffic sign maintenance and installations;
 - ii. Street lighting maintenance and installation;
 - iii. Heavy equipment activities;
 - iv. Shovel gang operations;
 - v. All demolition activities;
 - vi. All construction and excavation activities including road work.
 - vii. Tree trimming, cutting, or removal activities;
 - viii. Below lift or scaffold activities;
 - ix. Storage, stockpile, or inventory storage activities where posted.
 - x. Where the danger from electrical hazards exists.
2. Hard hats must, at a minimum, meet current OSHA Class G level, which protects against impact hazards and provides limited voltage protection (up to 2,200 volts).
3. Bump style caps are not allowed.
4. Hard hats are to be inspected, maintained, and worn in accordance with the manufacturer's recommendations.
5. Hard hats that sustain a heavy impact are to be taken out of service.

Eye and Face Protection

1. Proper eye protection may include, but not limited, the following: safety glasses, with or without safety side shields, splash goggles, face shields, welding helmet, and welding goggles.
2. Appropriate eye and face protection shall be worn by all employees who are required to work, including but not limited to, any of the following circumstances or conditions:
 - a. All operations where hardened metal tools are struck together.
 - b. Where equipment or material is struck by a hand tool.
 - c. Where the cutting action of a tool causes particles to fly, such as chain saw operation.
 - d. By other employees who may be exposed to flying particles.
 - e. Mowing operation and chain saw use.
 - f. Where woodworking or cutting tools are used head-high or overhead with the chance of particles falling or flying into the eyes.
 - g. When cutting wire and cable, striking wrenches, using hand drills, chipping concrete, removing nails from scrap lumber, shoveling material head high, or using wrenches or hammers overhead, and on other jobs where particles of debris or materials may fall.
 - h. Where exposed to splashes, corrosive chemicals, dust, or mist.
 - i. Where the face is exposed to radiant heat.
 - j. For operations such as oxyacetylene welding, cutting, lead burning, and brazing.
 - k. For any operation involving sawing or buffing metal, sanding, grinding, handling chemicals, or other hazards.
 - l. Operation of powered landscape maintenance equipment (e.g., weed eater, trimmers, chippers, blowers, mowers, edgers, chain saws).
 - m. All types of pneumatic tools (e.g., pressurized mechanical power washers).
3. Selection - refer to selection chart and protective devices.
4. Safety glasses are not required in transit between jobs.

Hearing Protection

1. All City employees will be provided with and required to wear an approved hearing protection device when exposed to noise which exceeds those levels and exposure limits as established by the Occupational Safety & Health Administration. Such protective devices shall have an Environmental

Protection Agency Noise Reduction Rating (NRR) so as to provide adequate protection. The following listing is representative (not all inclusive) of the activities possibly requiring the use of hearing protectors:

- a. Operations using landscape maintenance equipment, including chain saw operations
- b. Operations at utility facilities
- c. Operations in construction areas
- d. Operations of heavy equipment

Operations in machine shops. Operations involving equipment used in street repair. Operations being conducted in the Animal Shelter when dogs are present

2. Supervisors are responsible for the distribution of hearing protectors and will share the responsibility for proper use.
3. Hearing protective equipment (of a non-disposable nature) will be replaced only upon receipt of the original equipment, showing why it is no longer useful, or upon reasonable explanation as to why the equipment is missing or was destroyed beyond recovery. Should the equipment be damaged or lost through misuse or carelessness, the responsible employee may be charged the replacement cost of the equipment.
4. The use of headset radios and music players by employees will not satisfactorily diminish ambient noise and may themselves create hazards and are, therefore, prohibited.
5. The following table summarizes current permissible noise exposure limits:

<u>Duration per day, hours</u>	<u>Sound Level DBA</u>
8	90
6	92
3	97
2	97
1 1/2	100
1	105
1/2	110
1/4 or less	115

Safety Vests/Shirt

1. To comply with the ANSI Class 2 Minimum Standards, employees working on, or near, a roadway shall be provided with apparel designed to warn motorists of their presence (orange safety vest or shirts).
 - a. Additional equipment such as orange gloves, cap, etc. may be provided if deemed appropriate.
 - b. The roadway is defined as the area between the curb and where curbs would be if said area does not have curbs.
 - i. Employees working in any other area where it is determined necessary that they be clearly visible shall also be provided with safety apparel.
 - ii. Employees, upon being provided with appropriate safety apparel, shall wear same when working in any of the areas outlined above.
 - iii. Each supervisor is responsible for the distribution and proper use of this equipment.
 - iv. Each employee provided with safety apparel is responsible for its maintenance and proper use when in their care.
 - v. If this equipment is damaged or lost through misuse or carelessness, the responsible employee may be charged the replacement cost.

Hand - Body Protection

1. Employees working in areas or operations where the following personal protective equipment is required shall wear the equipment as long as the hazard is or may be present.

- a. Work clothing - Appropriate clothing is provided or required when working for the City. The clothing shall not interfere with the performance of an employee or expose them to unnecessary hazards. Long sleeve shirts may be required for certain operations.
- b. Special clothing - Special clothing may be required to protect an employee from impacts and dust, fire and heat, vapors, moisture, and corrosive liquids, as well as temperature changes.
- c. Gloves - Appropriate gloves are provided and their use is required when an employee is working in an area where they are exposed to injury to the hands or fingers from material, machinery, heat, chemicals, electrical, contact, sharp objects, etc.
- d. Each department or division is responsible for identifying those areas, operations, in which such equipment is necessary, including the type of equipment required, such as chaps made of cut resistance material shall be worn when operating a chain saw.

Protective Footwear

- 1. To establish minimum foot protection requirements for those employees involved in job activities where such protection is normally required.
 - a. Shoes such as sneakers, sandals, canvas tops, are not acceptable in the work environment and are prohibited.
 - b. Leather work shoes or boots with durable soles must be worn by all field personnel. This includes but is not limited to such occupations as street repair, park maintenance, firefighters, police officers, mechanics, utility service workers, maintenance personnel, building inspectors, etc.
- 2. Employees involved in working with or near electric utility lines or equipment shall have the appropriately designated footwear.
 - a. Foot guards shall be worn whenever required by job instructions, whenever the task might specifically risk foot injury due to the weight of the object or the equipment being used, or the equipment action involved substantially increases the risk of foot injury for example when handling or operating a jackhammer or chain saw.
 - b. Each supervisor is responsible to ensure that proper footwear is being utilized by employees.

Respiratory Protection

- 1. Respirators that are applicable and suitable for the purpose intended will be supplied to all employees when such equipment is necessary for their protection.
 - a. Respirators will be selected on the basis of hazards to which the worker is exposed. All existing inhalation hazards at various locations will be identified and personnel will be trained in the proper use of the equipment assigned to those particular hazards to which they are exposed.
 - i. Proper selection of respirators shall be made according to the guidance of 29 CFR 1910.134. (Could be subject to fit testing.)
- 2. Training will include the following:
 - a. Identification of the proper devices for the hazard involved.
 - b. Determining the proper fit.
 - c. Cleaning and care of the respirator(s).
 - d. Identifying worn and deteriorating parts, and replacement.
- 3. A respirator should be assigned to individual employees for their exclusive use, in order to prevent the spread of any communicable diseases.
- 4. Respirators will be cleaned and disinfected after use each day.
- 5. Clean respirators should be stored in a convenient sanitary place. Most respirators will be purchased with a re-usable plastic bag for this purpose.
- 6. Regularly inspect respirators for defects and deterioration of parts each time it is cleaned. If a defect is found, contact your supervisor (a substitute will be issued until yours can be repaired or replaced).
- 7. Inspections will be made of all respiring devices to check for proper use, cleanliness, and proper maintenance. Inspection reports will be kept on file in the respective department.

8. An initial physical will be performed to determine if an employee is able to perform his duties while using a respirator. A periodic physical examination will be performed to determine if any inhalation problems have occurred during their use.

Vehicle Safety Restraint Devices

1. All City vehicles and equipment designed to require or permit the installation of safety restraints (seat belts, shoulder harnesses, etc.) shall be so equipped.
2. All drivers and occupants of City vehicles equipped with safety restraint devices are required to utilize them.
3. All drivers of City vehicles equipped with safety restraint devices must require all passengers to utilize said equipment prior to the operation of the vehicle.
4. The drivers of City vehicles shall not remove, defeat, or deactivate any safety restraint device, and shall advise Vehicle Maintenance whenever said device is not functioning properly.
5. The following may be considered exceptions to the above policies.
 - a. When it becomes necessary due to an emergency to carry more passengers than the vehicle has safety restraints.
 - b. Specific operations may be excluded from these regulations with written approval from the Department Director and City Manager.
 - c. Riding in non-passenger areas is prohibited.

Fall Protection

These are guidelines to protect all City of Neosho engaged in outdoor or indoor work activities that expose them to potential falls from elevations.

1. Examples of Approved Fall Protection Systems:
 - a. Personal fall arrest system that includes full body harness, lanyard, connectors, and anchor point.
 - b. Guardrail system
 - c. Safety net
 - d. Safety monitoring system
 - e. Articulating man lift provide provided with a restraint system and full body harness to an anchor.
2. Fall protection is required wherever the potential to fall six (6) feet or more exists. The City of Neosho has identified the following places concerning fall protection:
 - a. All tasks requiring use of an articulating lift or bucket truck.
 - b. All tasks require standing on the platform of the ladder truck.
 - c. Lift stations.
 - d. Water storage tanks and/or towers.
 - e. All tasks require to be on flat or sloped roof location when within six (6) feet of the roof edge or during roof repair and maintenance.
 - f. All open excavations or pits.
 - g. All mezzanine and balcony edges.
 - h. All tasks requiring employees to lean outside the vertical rails of ladders.
 - i. Fall protection is not needed if an employee or employees are on a low slope roof for inspection/observation only.
3. Maintenance and Storage of Equipment
 - a. Never store the personal fall arrest equipment in the bottom of a toolbox, on the ground, or outdoors exposed to the elements.
 - b. Hang equipment in a cool, dry location in a manner that retains its shape.
 - c. Always follow manufacture recommendations for cleaning and inspecting.
 - d. Never use the equipment for anything other than personal fall arrest.
 - e. Once exposed to a fall, remove equipment from service.
4. Training

Each employee who may be exposed to fall hazards will be trained to recognize the hazards and the procedures to follow to minimize the hazards. The training will include fall hazards in the work area; correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection

systems used; use and operation of the fall protection systems used; role of employees in fall protection plans; what rescue procedures to follow in case of a fall.

5. Rescue Procedures

- a. In the unlikely event that a fall arrest occurs on-site, personnel with the use of an articulating man lift or ladders where feasible, will rescue all employees. Alternate rescue would be through local emergency services.

HAZARDOUS MATERIALS

Hazard Communication Program

The intent of the Hazard Communication Program is to ensure appropriate communication is provided to the employees concerning the hazards of all chemicals stored or used by the city. This transmittal of information will be accomplished by container labeling and other forms of warning, safety data sheets (SDS), and employee training. Supervisors are responsible for ensuring proper labeling, the maintenance of the SDSs, and for providing their employees with information and/or training on hazardous chemicals in their work area.

1. All hazardous materials stored or used within all departments will be properly labeled as follows:
 - a. Identity of the hazardous chemical(s) and appropriate hazard warnings; or, alternatively, words, pictures, symbols, or a combination thereof, which provides at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.
 - b. Signs, placards, process sheets, batch tickets, operating procedures, or other such written materials in lieu of affixing labels to individual stationary process containers may be used as long as the alternative method identifies the containers to which it is applicable and conveys the above information.
 - c. Portable containers into which hazardous chemicals are transferred from labeled containers, and which are intended only for the immediate use of the employee who performs the transfer, do not have to be labeled.
2. A Safety Data Sheet (SDS) will be maintained in the workplace for each hazardous chemical used. Each sheet will be reviewed to ensure the following information is provided:
 - a. Identifiers - Tells the source of the SDS and the name of the chemical or product (by formula, chemical family, and trade name or synonym).
 - b. Permissible Exposure Limits (PEL's) - Indicates the average amount of a chemical you can safely be exposed to, usually over an 8-hour shift.
 - c. Physical Data - Information about the chemical's appearance, smell, and physical properties (boiling point, vapor density, volatility, etc.).
 - d. Hazardous Ingredients - Gives the names of hazardous ingredients in mixtures such as paints, alloys, and fluxes.
 - e. Fire and Explosion Data - Tells a chemical's potential to catch fire or explode.
 - f. Health Hazard Data - Lists the PEL, tells the signs and symptoms of overexposure, and gives emergency first-aid procedures.
 - g. Reactivity Data - Tells how stable a chemical is and what materials it should not come into contact with.
 - h. Spill or Leak Procedures - Gives steps to take if a chemical leaks or spills.
 - i. Special Protection - Provides the protective equipment you must use in order to avoid exposure, and details on required ventilation.
 - j. Special Precautions - Tells how to handle and store the chemical safely, and other precautions necessary.
3. All affected employees will receive information and/or training on hazardous chemicals in their work area. This information and/or training will be provided upon the employee's initial assignment. Whenever a new physical or health hazard material is introduced into a work area the employee shall be informed about the hazard prior to its use. Information and training may be designed to cover categories of hazards (e.g. flammability, carcinogenic) or specific chemicals.

- a. Information provided must include:
 - i. The requirements of this section.
 - ii. Any operations in their work area where hazardous chemicals are present.
 - iii. The location and availability of this written procedure, the list(s) of hazardous chemicals, and the SDS's.
- b. Training will include at least:
 - i. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area, such as monitoring conducted by the foreman, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.
 - ii. The physical and health hazards of the chemicals in the work area.
 - iii. The measures employees can take to protect themselves from these hazards, including specific procedures implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
 - iv. The details of the hazard communication program, including an explanation of the labeling system and the SDS, and how employees can obtain and use the appropriate hazard information.

Gas	Chemical Formula	Common Properties	Physiological Effects	Highest Concentration
Ammonia	NH ₃	Colorless, sharp pungent	Irritates eyes and respiratory tract. Toxic at 0.01%	At top.
Carbon Dioxide	CO ₂	Colorless, odorless	Cannot be endured at 10% for more than a few minutes even if subject is at rest and oxygen content normal.	At bottom. When heated may stratify at point above bottom.
Carbon Monoxide	CO	Colorless, odorless, tasteless, <u>flammable</u> , <u>poisonous</u>	Unconsciousness in 30 minutes. At 0.2 to 0.25%. Fatal in 4 hours at 0.1%, headache in few hours at 0.02%.	Near top, especially if present with illuminating gas.
Chlorine	Cl ₂	Yellow green color. Choking odor detectable in very low concentrations. Nonflammable.	Irritates respiratory tract. Kills most animals in a very short period of time at 0.1%.	At bottom.
Hydrogen	H ₂	Colorless, odorless, tasteless. Flammable.	Acts mechanically to deprive tissues of oxygen. Does not support life.	At top.
Hydrogen Sulfide	H ₂ S	Rotten egg odor in small concentrations. Exposure for 2-15 minutes at 0.01% impairs sense of smell. Odor is not evident at high concentrations. Colorless. Flammable.	Impairs sense of smell rapidly as concentration increases. Death in minutes at 0.2%. Exposure to 0.07 to 0.1% rapidly causes acute poisoning.	Near bottom but may be above bottom if air is heated and highly humid.
Methane	CH ₄	Colorless, odorless, tasteless. Flammable.	Does not support life.	At top, increasing to certain depth.
Oxygen (in air)	O ₂	Colorless, odorless, tasteless. Supports combustion.	Normal air contains. 20.8%. Humans can tolerate down to 12%. Minimum safe 8-hour exposure, 14 – 16%. Below 10% is dangerous to life. Below 5 – 7% probably fatal.	Variable at different levels.

Handling and Storage

1. Chemical handling - For the safe handling of any chemical follow the manufacturers recommendation found on their Safety data sheets and the chemical hazard chart.
2. Chemical handling normally requires the use of safety goggles, gloves, boots, and coveralls.
3. Learn the proper method of using the emergency eyewash and showers.
4. Learn the safety precautions to observe all chemicals in the work area.
5. Clean up all spills of chemicals immediately (especially mercury).
6. Use proper lifting methods when handling heavy containers or bags of chemicals.

- Employees who handle or use chemicals, compressed gases, poisons, corrosives, flammable liquids, or other harmful substances shall have training in methods of safe handling, use, and control. They will be instructed in potential hazards, personal hygiene, and protective measures required.
- Use only approved containers to store and handle liquid chemicals or flammable and combustible liquids. All containers must be clearly marked to identify their contents.
- Chemicals, compressed gases, flammable liquids, and combustible liquids must be stored only in approved, designated areas.
- When working alone (or an entire crew is in same hazardous area) be sure that someone else knows of your schedule. Set up a reporting time - at least once each hour.
- All departments in which employees use or could be exposed to hazardous chemicals will be required by law to comply with the program designed to bring public and private sectors into compliance with the "Hazardous Chemical Right to Know Law". This law requires training and familiarization with all hazardous materials, explanation of the pertinent SDS, record of personnel trained and conspicuous posting of warning information.

Common Gases

CHEMICAL HAZARDS				
Name	Chemical Formula	Hazard	Protection	First Aid
Alum	$\text{Al}_2(\text{SO}_4)_3$	Toxic Irritant	Respirator, Gloves, Eye Protection	Water / Soap
Ammonia	NH_3	Fire Toxic	Respirator, Eye Protection	Water / Soap
Carbon	C	Fire Irritant	Respirator	Water / Soap
Chlorine	Cl_2	Toxic	Supplied Air Breather, Gloves, Eye Protection, Protective Apron	Water / Soap
Ferric Chloride	FeCl_3	Irritant, Caustic	Respirator, Gloves, Eye Protection, Protective Apron	Water / Soap
Lime-Hydr. Lime	$\text{CA}(\text{OH})_2$	Irritant, Caustic	Respirator, Gloves, Eye Protection, Protective Apron	Water / Soap
Quick Lime	CaO	Irritant, Caustic	Respirator, Gloves, Eye Protection, Protective Apron	Water / Soap
Polymers		Irritant	Respirator, Gloves, Eye Protection	Water / Soap
Lab Chemicals		Varies	See SDS	See SDS

Chlorine

- Do not handle chlorine cylinders roughly; never drop cylinders or permit one to collide with another. It is advisable to move cylinders (up to 150 lbs.) by means of hand trucks equipped with safety chains. Specially designed electric hoists fitted with the proper lifting bar should be used for 1-ton containers. When unloading cylinders from a truck to ground level, it is best to use a hydraulic lift gate or suitable skid with a rubber bumper at the bottom.
- Avoid hoisting containers: if such action is necessary, work with safe lifting clamps or cradles; avoid use of ropes, cables, and chain slings. To move cylinders from storage to the place of consumption carry them with a properly balanced hand truck, preferably with a clamp support or safety chain at least two thirds of the way up the cylinder to hold it in place.
- Store cylinders weighing up to 150 lbs. in an upright position where heavy materials cannot fall on or against them. See that the cylinders are supported so that they cannot fall over. Select storage

places where containers will be shielded from mechanical disturbances, especially by moving objects. Do not store containers below ground level or in the chlorine-feeding room. Store 1-ton cylinders on their sides on a level rack or platform with adequate safety blocks to prevent rolling.

4. Always keep the protective caps in place when the cylinders or containers are not in use and are being handled, because the discharge valves and fusible plugs are not designed to take shocks. As soon as a cylinder or container is empty and disconnected, replace the protective caps. Always tag or mark empty cylinders or containers at once. It is advisable to store full and empty containers or cylinders in different sections of the storage area to avoid confusion in handling.
5. Store chlorine containers and cylinders in a cool place and protect them from exposure to external heat sources. Never permit the temperature of the contents to approach 140o F. Keep containers and cylinders that are stored outside of doors away from direct exposure to the sun and the weather; maintain them in a clean condition and inspect them regularly for leakage.
6. Do not store containers or cylinders near flammable materials, or where continuous exposure to dampness will result.
7. Make certain that the storage area is well ventilated, and that containers or cylinders are so arranged that a leaking unit could be removed with the least possible handling of other containers. Arrange to use a fireproof storage room equipped with an exhaust ventilating system.
8. Place containers and cylinders in the order in which they are received so that the oldest can be used first.

Controlling Chlorine Leaks

1. The slightest odor of chlorine may indicate a leak and should receive immediate attention because small leaks can grow rapidly.
2. Two men should be assigned to the repair of a chlorine leak, one acting as a safety observer.
3. Connections to the cylinder valve should be made carefully. When threaded connections are used, it should be ascertained that the threads on appliances and unions are the same as those on the container valve outlets. If connections that do not fit are forced together, they invariably leak.
4. Unless the apparatus is designed to handle liquid chlorine, the valve of the 1-ton container should be in the proper position to withdraw gas. The two identical valves on the 1-ton container are connected to adductor pipes inside the container. When it is lying on its side and the valves are in a vertical line (one above the other), the lower valve will discharge liquid chlorine and the upper valve will discharge chlorine gas from above the liquid level. Most plants using 1-ton containers have cradles holding the containers on scales or in scale tanks 1-2 in. higher at the valve end elevating that portion so that gas instead of liquid will be drawn when chlorine is taken from a full container.
5. Containers or valves should never be altered or repaired by the consumer, except for stopping gas leaks around valve stems by tightening the packing nut. The safety devices on containers should never be tampered with. The valve cannot control the fusible plug on cylinders below the valve seat. The 1-ton container is equipped with six (three on each end) fusible metal plugs designed to soften or melt at 158-165o F, thus allowing the contents of the container to discharge.
6. Container valves should be opened slowly. No wrench longer than 6" should be used as the employment of large wrenches or pipe wrenches will damage the valves. On complete turn of the valve stem in a counterclockwise direction will open the valve sufficiently to permit maximum discharge.
7. To test for chlorine leaks, a small cloth or swab should be attached to one end of a stick, and the material should be soaked with ammonia water (10% NH3) and applied to the suspected area. (Some operators prefer to use a small bottle fitted with an aspirator.) A white cloud of ammonium chloride will result if there is leakage.
8. All employees handling and using chlorine should be supplied with an approved chlorine gas mask, and they should be instructed in its use. A program of at least monthly chlorine gas drills should be conducted to familiarize personnel in working with the masks on and in use of chlorine leak safety devices. Gas masks, thick loose-fitting gloves, and aprons of nonporous material should be kept in lockers outside of the chlorine equipment area where they can be reached quickly in an emergency.
9. All installations using chlorine should have on hand a chlorine-leak repair kit consisting of suitable clamps, drift pins, hammers, wrenches, and other tools for emergency service on cylinders where leaks cannot otherwise be stopped. Drift pins should be of brass or steel and of suitable size to fit the

usual fusible plug and valve openings in cylinders and containers. Because drift pins are not suitable for packing holes in the cylinder walls, wooden plugs and clamps should be employed.

10. Installations using liquid chlorine should carefully evaluate the need for providing tanks in which the container may be flooded with a solution of caustic soda or alkali to a depth and volume sufficient to absorb completely the contents of the container or cylinder. The caustic soda or alkali tank should be located immediately adjacent to the area of storage or use. Such receptacles should be equipped with suitable anchor clamps to keep the chlorine cylinder or container from floating when it is nearly empty. The degree of hazard is determined by the location of the chlorine plant and should be a deciding factor in determining the need for absorbing tanks. Where the treatment plant is isolated from built-up areas, the need for tanks is not so demanding as where the chlorine feed equipment and containers are located in an urban locality.
11. When a chlorine leak occurs, the chlorine room ventilating system should be turned on immediately.
12. Only authorized and trained personnel equipped with gas masks should investigate chlorine leaks. All other people should be kept away from the affected area. If a leak occurs on the outside of the building, everyone should stay to the windward side of the leak and, if possible, at a higher elevation. When a leak occurs in equipment in which chlorine is being used, the chlorine container valves should be closed first.
13. If a leaking chlorine container is located in such a position that liquid chlorine is escaping, the container should be turned or raised so that only gaseous chlorine is discharged.
14. Water should never be applied to a chlorine leak because this creates a hazardous condition with the leak being made worse by the corrosive action of chlorine and water.
15. The use of a 2" water ejector connected to a high-pressure water supply system and equipped with at least a 50' 2" rubber garden hose that has an enlarged rubber funnel on the end for sucking most of the chlorine gas away from the leak should prove very helpful. The discharge from the ejector can be in the raw water channel or to a point where the chlorine water will not cause harmful conditions.
16. If dry ice is available and it can be packed around a leaking container, the rate of evaporation will be greatly retarded. If the leak cannot be stopped, the entire cylinder should be dumped in the alkaline-absorbing tank.
17. Because it is unlawful to return a leaking cylinder, its contents should be removed before shipping. The supplier of the cylinder should be immediately notified that it is defective and should be asked to dispose of it.
18. Heat should never be applied directly to a container as this could rupture it by internal pressures. If it is necessary to heat a container, a water bath controlled not to exceed 80° F should be used. Grease oil should never be used on fittings that will be in contact with chlorine. Certain types of silicone greases may be used sparingly on valve stems and hard-rubber fittings.
19. Before disconnecting the flexible leads from containers to gas headers, the cylinder valve should be closed first and then the gas under pressure should be drawn from the header and flexible leads before the header valve is closed. The exhaust system should be turned on and operated while the cylinders are being disconnected and repairs are being made on chlorine lines and equipment.
20. The plastic protective cover for the rotameter tube should be in place before chlorine equipment provided with rotameters is operated.
21. If fire breaks out, every effort should be made to protect the chlorine cylinders or containers or to remove them from the danger area. Firefighters should be informed of their location and poisonous nature.

Gas Masks for Chlorine Protection

1. Gas masks should be equipped with full-face pieces and canisters designed to cope with chlorine.
2. Canisters should be stored and used according to manufacturer's recommendations for shelf and service life. Canisters should be disposed of upon reaching the expiration dates marked on all approved canisters.
3. Masks should be kept in cabinets located conveniently near (but not in) the chlorine room, where they may be obtained for emergency use without going through the chlorine gas area.
4. Preferably, a separate mask should be assigned to each employee concerned with chlorine leaks, including mechanics and pipe fitters required to work on chlorine apparatus. Only through such

procedure can the mask be permanently fitted to the face of the person who will wear it, so that no time will be lost adjusting masks in an emergency.

5. One employee should be held personally responsible for records of the condition of all masks. Semimonthly gas mask drills should be held, and each employee should be required to test his mask for leaks such as may occur through loose eyepieces, faulty tubing connections, defective or worn spots, and loose canisters.
6. Mask repairs should be made only by an employee trained for the work and it is advisable to keep repair parts on hand, as well as extra canisters for emergency use. An employee who is properly trained to detect and discard unsafe masks should make frequent inspections of each gas mask in service.
7. For emergency use in heavy concentrations of chlorine in confined spaces, all chlorine-using installations should have on hand a hose mask supplied with air of a self-regenerating oxygen mask.
8. All employees should be warned that carelessness and foolhardy exposure to chlorine gas should be avoided and that no one can build up immunity to chlorine gas.
9. If an employee is caught in a chlorine gas area without a mask, they should leave immediately, avoid panic, keep his mouth closed, refrain from coughing and deep breathing, and keep his head high as possible until fresh air is reached.
10. An adequate supply of ammonia solution (10%) should be kept on hand at all times to test for chlorine leaks.
11. A copy of all chlorine safety instructions should be exhibited at some conspicuous point just outside the chlorine room and a copy should be placed in the first-aid kit.

Chlorine Exhaust Ventilation

1. Each chlorinating plant or room should be provided with an adequate ventilating system that is designed for the removal of chlorine gas resulting from leakage.
2. Because chlorine gas is heavier than air and tends to concentrate near the floor in the low spots of a room, the vents, or grilles for removing air contaminated with chlorine should be placed on the floor or scale pits or as near the floor as possible. Such openings should be near the center of the room or at the end of the room opposite the entrance. The exhaust from this system should go out through the roof or to a suitable outside location. Exhaust should never be situated near other ventilating systems. Motors and fans for the installation should be stationed outside the chlorine room, preferably on an upper level.
3. Every employee using or handling chlorine should be familiar with the location of the switches for starting the ventilation system in the plant. These should be convenient to, but outside of, the rooms where chlorine equipment is used and should be clearly marked with large, lettered signs and directional arrows.
4. Chlorine ventilating systems should not be provided with covers that must be removed before the system can be effective. Exhaust openings should be so located that covers are not required.
5. Ventilation can be provided with a combination fresh-air and exhaust system consisting of fans that force fresh air into the room through openings near the ceiling and other fans that draw off chlorine-contaminated air in the room through vents in the floor. Such installations should be designed with sufficient capacity to provide a complete air change in the chlorine room at least every 3 minutes. The inlet and exhaust fans should be coupled electrically so that failure of the exhaust fan will not cause the inlet fan to blow the chlorine gas to other rooms in the building.
6. Frequent drills should be held for all employees concerned with handling ventilating systems, and equipment should not only be maintained in good condition, but tests should be conducted to see that all apparatus is operating properly.
7. Room arrangement is a prime function of personnel safety and equipment protection. If a choice of arrangement is available, the chlorine room should be constructed so it can be entered only from the outside of the building. There should be no interconnecting door between the chlorine-storage area or the chlorine feeders and the rest of the plant.

Chlorine Room Temperature

1. If the chlorine scale room is separate from the chlorine feeder room, the air temperature in the latter should be about 5° higher than that in the former.
2. Lower temperatures in feeding equipment may cause condensation of the gas to form liquid chlorine, creating trouble with the feeding equipment. The so-called "sludge" of liquid chlorine has been known to burst rotameter tubes and thin-walled gas lines on feeders.
3. Temperatures in chlorine equipment rooms or buildings should be maintained between 70° and 80° F.

First Aid for Chlorine Exposure

1. Remove the injured employee at once to the open air away from chlorine fumes.
2. Call an ambulance immediately.
3. Place the patient flat on his back, with his head and back slightly elevated. Supply blankets if necessary; keep him warm and quiet because rest is essential. Because splashes of liquid chlorine and chlorinated water destroy clothing and may cause irritation and acid burns, remove, or cut away affected clothing.
4. If the patient is unconscious and breathing has ceased, start artificial respiration immediately. Call the fire department, if such emergency aid is available, but be sure that Pulmotor or other mechanical means of resuscitation is not used, because of the danger of rupturing the lungs. The patient may be greatly aided by the application of oxygen with proper equipment. Oxygen delivery should be started immediately and if the patient has stopped breathing start artificial respiration. The use of a mechanical respirator with a maximum pressure of 13 mm of mercury is recommended.
5. Give nothing by mouth.
6. If the eyes are slightly irritated, wash them with boric acid.
7. To aid skin affected by liquid chlorine, neutralize with a weak solution of sodium bicarbonate, and apply loose dressings of a standard burn ointment or carrion oil.
8. Note: Post a copy of first aid instructions in a conspicuous place near the first-aid kit and be sure that proper first-aid supplies are kept on hand in a convenient location for emergency use.

Field Chlorination

1. Know the rules and regulations for the safe handling of chlorine and first-aid treatment for chlorine gassing.
2. Check and make sure that the gas mask and all other safety equipment are present.
3. If possible, set up equipment for water main disinfection a safe distance (at least 100 yards) from the nearest occupied building.
4. Observe all safety precautions in connecting apparatus and equipment and use approved fittings.
5. Make certain that hoses are in good condition before connecting them to the cylinder and the main.
6. Be sure that the water in the main is flushing before the chlorine is added.
7. After the equipment is connected, open the chlorine valve of the cylinder and test for leaks.
8. Open rotameter or gas header valve and again test for leaks.
9. In order to avoid water backup into the chlorine apparatus and the cylinder when a vacuum chlorinator is not being used, make sure that the chlorine tank pressure is approximately 25 poss. more than the operating pressure desired; also, be certain that the operating pressure is approximately 5 poss. more than the backpressure from the water main.
10. After all equipment has been tested for pressure and leaks, proceed to open the discharge valve, and adjust the feed for proper operation; continue testing for leaks while disinfecting.
11. Never attempt to repair a chlorine hose with tape or clamps. Always use a new replacement. Hose should be pressure-tested with CO₂ and kept dry. Obstructions or kinks in a hose line may cause it to burst.
12. When it is necessary, particularly in cold weather, to raise the temperature of chlorine cylinders to increase the gas pressure, they should be heated in a suitable iron drum that is kept approximately half full of water. Cylinders should not rest on the bottom of the drum, but in a cradle or stand that will hold them at least 3" above the bottom of the drum. Apply heat with torches or other equipment to the bottom of the drum only. Do not allow the temperature of the water bath to exceed 70-80 degrees

Fahrenheit. Keep the cylinder of heating gas on the windward side and at least 10' away from the chlorination equipment.

13. Equip field-chlorinating equipment with proper pressure gauges so that hose lines and lightweight connections are not subjected to excessive pressures. The procedure of connecting a chlorine cylinder directly to a chlorination cock is very unsafe.
14. After the proper dosage is obtained, shut off the chlorine gas at the tank and keep the main flushing valve open for not more than 1 minute. If the vacuum apparatus is not being used, it is advisable to flush the hose and equipment immediately with carbon dioxide gas before shutting the chlorination cock and disconnecting the hose.
15. Watch out for a chlorine gas pocket in the main when removing the silver delivery tube from the corporation cock. Wear a gas mask when performing this operation.
16. During chlorination, check a hydrant or a suitable sampling place ahead of the point of chlorination for possible backup of chlorinated water in the main.
17. Take every precaution to prevent chlorine fumes from escaping into the air, particularly in residential areas. If the foregoing precautions are observed and direct gas feed equipment is properly flushed with carbon dioxide before disconnection, there should be no noticeable release of chlorine.
18. When using high-test hypochlorite for solution feeding, wear rubber gloves and aprons, a dust mask, and goggles or a face shield. If a considerable amount of dust arises, wear a chlorine gas mask.
19. Use caution in handling high-test hypochlorite, both dry and liquid. Protect the eyes and do not breathe hypochlorite dust. Remove clothing immediately if it becomes contaminated with these materials.
20. Use proper warning devices to keep unauthorized persons away from the area.

LOCKOUT/TAGOUT PROGRAM

DEFINITIONS

Electrically Powered Equipment includes that driven directly by air, gas, oil, water, or steam under pressure, internal combustion engines, or similar energy sources that are not directly adaptable to electrical shut down.

Lockout is the act of padlocking and tagging a switch, lever, valve, gate, or other isolating device in the "off" position. An isolating device is an electric circuit breaker, a disconnect switch, a manually operated switch or valve, a slide gate, a slip blind or a "figure 8" blind for blanking off piping or similar device. Most isolating devices have a lockout means built in. However, some may require modification before locks can be used. A lockout means to accommodate more than one padlock so that if more than one employee or craft is working on the equipment, each can use its own padlock for absolute protection.

Tagout is the act of placing a switch, lever, valve, gate, or other isolating device in the "off" position and affixing a tag to the device that warns others to leave it alone. A tag similar to the one shown in figure 1 should be affixed to the isolating device in question by a string, wire, or adhesive. The tag should be placed in a conspicuous location and should be placed in such a manner that it effectively blocks the starting mechanism which would cause hazardous conditions should be equipment be energized. It should be understood, however, that tagout alone does not offer the positive protection of lockout and tag, and therefore, when possible, the lockout procedure should be used.

PREPARATION FOR TAGOUT OR LOCKOUT

Employees should always be certain that the correct isolating device has been locked out and tagged. Some equipment necessarily has more than one disconnecting device which must be opened to complete the de-activation electrically and mechanically. The main disconnect devices for machinery should be clearly identified so that it is unnecessary to trace shafting or wiring. Any time the employee is not certain which device controls the equipment; he should check with his supervisor for positive direction. This is doubly important when devices are remote from the equipment, or on master panels containing several devices. If the installation is a complex one with remotely located disconnecting devices, pre-planning will be necessary. Under these circumstances and when any uncertainty exists, the employee should consult with their supervisor and obtain

complete agreement on the plan procedure. It is also extremely important that any changes in function or circuitry be immediately shown on the circuit diagram or machine drawings to facilitate lockout procedure.

RED TAGGING UNSAFE EQUIPMENT

When equipment does not meet federal, state, or local safety standards, it will be considered to be unsafe. Once equipment is identified as unsafe, it will be removed from service and red tagged. Perform the following steps:

1. Inform the operator of the unsafe condition.
2. Inform the supervisor directly responsible for the equipment in question.
3. Affix the red tag to the master key for maximum visibility. Be sure the tag is filled out properly.
4. The red tag will remain in place until the unsafe condition is corrected, re-inspected, and logged.
5. The red tag is then removed by the supervisor, but only after a completed inspection.

GENERAL LOCKOUT AND TAGOUT PROCEDURES

The following general lockout and tagout procedures are recommended for electrically powered equipment and mechanically powered equipment. Mechanically powered equipment includes those driven directly by air, gas, oil, water, or steam under pressure, internal combustion engines, or similar energy sources that are not directly adaptable to electrical shut down.

1. Notify the supervisor in charge of the equipment of the proposed work and obtain their approval.
2. Shut down the equipment by normal stop procedure (depress STOP buttons, open toggle switches, shift lever, operate valve, etc.)
3. Turn main disconnect switches or circuit breakers or mechanical isolating device such as a valve, lever, etc., to the safe position.
4. Lockout (tag and padlock) or tagout the switch in the "off" position for the mechanical isolating device in the safe position using the "danger-do not start" tag. Each person must perform their own personal tagout or lockout, and this applies even though someone else may already have taken the equipment out of service. If the equipment or machinery has not already been tagged by another group or individual, it should be done now. This tag should remain in place until the equipment is ready and safe to return to service.
5. After lockout, try the disconnect or switch handle or the mechanical isolating device to make certain it cannot be moved to the "on" position.
6. After either tagout or lockout, try the machine's start controls to make certain the main switch is actually open, or the isolating device has shut down the equipment.
7. When electrical work is involved, blade opening must be verified visually or by phase-to-phase and phase-to-ground meter readings.

TAG AND LOCK LOW AND MEDIUM VOLTAGE

When working on equipment that operates on low voltage (0 to 660 volts) or medium voltage (661 to 1000 volts), it shall be tagged and locked to prevent accidental starting, which might cause injury or death. Only properly trained and qualified personnel may work on electrical circuits or equipment. Before starting work, perform the following steps:

1. Inform the operator of what is to be done.
2. Make sure you place the tag and lock it on the proper switch before beginning work.
3. Ensure that the equipment cannot be placed in operation without your knowledge and permission.
4. The equipment to be worked on must be locked out at a primary power source.
5. The tag shall include the name of the person doing the work, the date, and reason.
6. Everyone is equipped with their own locks and tags. Only the person who locks and tags the equipment can remove it.
7. Never remove another person's lock or tag. If your shift ends before completing their job, your lock should only be removed after the equipment has been secured by another lock and tag.

8. If more than one person is working on a piece of equipment, each person shall have their own lock and tag on it.

TAG AND LOCK MECHANICAL

When working on equipment, it shall be tagged and locked to prevent accidental starting, which might cause injury or death. Before starting work, perform the following steps:

1. Inform the operator of what is to be done.
2. Make sure you place the tag and lock on the proper switch before beginning work.
3. Ensure that the equipment cannot be placed in operation without your knowledge and permission.
4. The equipment to be worked on must be locked out of a primary power source. The tag shall include the name of the person doing the work, the date and reason.
5. Everyone is equipped with their own locks and tags. Only the person who locks and tags the equipment can remove it.
6. Never remove another person's lock or tag. If your shift ends before completing the job, your lock should only be removed after the equipment has been secured by another lock and tag.
7. If more than one person is working on a piece of equipment, each person shall have their own lock and tag on it.

SPECIFIC PRECAUTIONS

1. No one other than electrical or other authorized personnel should open an enclosure to operate a disconnect device therein.
2. Push buttons, toggle switches, pressure switches, limit switches, and similar devices should not be considered as lockout or isolating devices.
3. Pulling a fuse alone should **never** be used as a substitute for lockout or tagout. A pulled fuse is no guarantee that the circuit is dead; there is nothing to stop someone from replacing the fuse. Where one main switch feeds several motors, however, and each motor is separately fused but not switched, de-energizing the main switch might shut down equipment unnecessarily. In such a case, tagout can be accomplished by removing the fuse and disconnecting, taping, and lagging out the wires from the load side fuse clips.
4. When locking out mechanically powered equipment, particular attention must be given to residual air, gas, steam, water, or oil pressure in lines, accumulators, and cylinders. Operating a valve might result in unexpected cycling of equipment with consequent chance of injury to personnel or equipment danger.

RESTORATION OF EQUIPMENT TO SERVICE

When the worker is certain that the job is complete, and that the equipment is safe to operate, he should remove his padlock and/or the white personal danger tag. An individual should **never** permit anyone else to remove his personal danger tag. If he leaves the job before the work is complete, and someone else is carrying on the repair, he should remove his padlock and/or personal danger tag only after the relieving individual has placed his padlock and tag on the effected equipment.

There may be times when the person who has tagged out or locked out equipment may not be available when the equipment must be started. In such circumstances, a maintenance supervisor who has a thorough knowledge of the process and equipment and who has investigated all circumstances, related to the tagout or lockout, particularly from the viewpoint of personnel safety, can remove the danger tags or locks for his particular crafts. The supervisor shall be responsible for communicating such action to those crafts.

LOCKOUT CONTROL

1. The following general rules are adopted regarding locks and their use:

- a. Effective lockout control can be maintained only by constant supervision and by training employees in a safe routine.
 - b. For identification, locks should be numbered and painted various colors
 - c. To identify the user and the department.
2. To make lockout systems operable, the city departments should buy either equipment with built-in locking devices or equipment designed for the insertion of padlocks. In older facilities, it may be necessary for the respective departments to construct attachments to which can be extended and locked in position to prevent operation of control handles can be devised as isolating devices.
3. Only locks made by a reputable lock company should be used by maintenance workers. Key operated locks are preferred over combination locks. No two locks should be the same, and the pattern of the keys should be checked to see that each key fits only one lock.

SUMMARY

Often, the most difficult problem to overcome in implementing a lockout or tagout procedure is the assumption by a person working on the equipment that the job is too small to merit tagging and locking out. Yielding to the temptation to bypass this procedure may cost a life. Intermittently operating equipment such as pumps, blowers, fans, and compressors are harmless when not operating; but it must not be assumed that because such equipment is not functioning that it will stay that way.

The procedures outlined above can provide a basis for the establishment of specific tagout and lockout procedures for all operating and maintenance operations. The procedures outlined should be regarded as basic safety requirements. Some workplace conditions may require more stringent procedures to ensure safety of personnel and equipment.

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Resolution Bill No. 2024-31: Fiscal and Investment Policy

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Res. Bill No. 2024-31 Adopted Fiscal and Investment Policy
 2. 2024-50 Fiscal and Investment Policy- 2024
-

PURPOSE:

To update the Fiscal and Investment Policy approved March 2000

BACKGROUND:

The Fiscal and Investment Policy was completed and approved March 21, 2000. The policy as a whole is still valid and follow best practices and sound financial policies. Some areas are in need of additional changes to language and areas are very broad and outdated and in need of updating after 24 years. The revisions add additional structure to the existing policy.

RECOMMENDATION:

Staff recommends approval of the revised Fiscal and Investment Policy and authorize the Mayor to execute.

Resolution Bill No. 2024-31

A RESOLUTION of the City of Neosho, Missouri, adopting a new Fiscal and Investment Policy for the City of Neosho.

WHEREAS, the City Council of the City of Neosho recognizes that the City of Neosho has a responsibility to account for public funds, to manage municipal finances wisely and to invest public funds in a manner to provide maximum security, necessary liquidity, and a reasonable rate of return; and

WHEREAS, the City Council on March 21, 2000, passed Resolution 3-2000 adopting a Fiscal and Investment Policy for the City of Neosho; and

WHEREAS, the City Council has determined to make certain changes to said policy.

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

The City Council of the City of Neosho, hereby adopts the Fiscal and Investment Policy attached hereto as Exhibit A and incorporated herein by reference. This resolution shall be in full force and effect upon adoption, and all other resolutions in conflict herewith are repealed.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

CITY OF NEOSHO

FISCAL AND INVESTMENT POLICY

ORIGINAL ADOPTED DATE MARCH 21, 2000. REVISED
June 4, 2024.

City Of Neosho

Fiscal and Investment Policy

WHEREAS, the City of Neosho has an important responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan the adequate funding of services and facilities desired and needed by the public; and

WHEREAS, our purpose in establishing a formal set of fiscal policies is to ensure that the public's trust is upheld. By adopting a set of fiscal policies, the City will be establishing the framework under which it will conduct its fiscal affairs, ensuring that it is and will continue to be capable of funding and providing outstanding local government service; and

WHEREAS, our fiscal policy has specific objectives designed to ensure our continued fiscal well being;

NOW, THEREFORE, be *it* resolved, that the following is hereafter the City of Neosho's fiscal policy:

- A. To protect the governing body's policy-making ability by ensuring that important policy decisions are not controlled by financial problems or emergencies.
- B. To enhance the City Council's policy-making ability by providing accurate and timely information on program and operating costs.
- C. To assist the sound management of the City government by providing accurate and timely information on current and anticipated financial conditions.
- D. To provide sound principles to guide the important decisions of the City Council and of management which have significant fiscal impact.
- E. To set forth operational principles which minimize the cost and financial risk of government consistent with the services desired by the public.
- F. To employ revenue policies which prevent undue or unbalanced reliance on any one source; which distribute the cost of municipal

services fairly and which provide adequate funds to operate desired programs.

- G. To provide and maintain essential public facilities, utilities, infrastructure, and capital plant.
- H. To protect and enhance the City's credit rating.
- I. To insure the legal use of all City funds through efficient systems of financial security and internal control.

RESPONSIBILITY:

Final responsibility for the Fiscal Policy of the City of Neosho rests with the City Council. The City Council may delegate authority to the City Manager for compliance to the policy. The City Manager shall, on a timely basis, report any deviations from the Fiscal Policy to the City Council.

I

REVENUE POLICY

1. A diversified and stable revenue system will be maintained to shelter the government from short-run fluctuations in any one revenue source.
2. Each existing and potential revenue source will be re-examined annually to insure that they are kept current. Revenue source review information will be a part of the budgeting process.
3. One-time revenues will be used only for one-time expenditures. The City will avoid using temporary revenues to fund mainstream services.
4. A schedule of one-time revenues will be included in the budget workspaces. Also, fund balances being allocated will be treated as a one-time revenue and will be included in the schedule.
5. All revenue forecast shall be conservative.
6. Regular reports comparing actual to budgeted revenues will be prepared by the Finance Department and presented to the City Manager and the City Council to keep them abreast of the City's revenue.

7. The City will maintain a high collection rate (ninety-five percent), consistent with the marginal cost of collection.
8. The City will maximize the utilization of user charges in lieu of advalorem taxes for services that can be individually identified and where the costs are directly related to the level of service. User fees shall be adjusted each year to reflect cost increases or decreases.

II

OPERATING BUDGET POLICY

1. Current operating expenses will not exceed current operating revenues. Any available Fund Balance shall be spent on capital expenses, not for operating purposes. Fund Balances being allocated shall be included in the one-time revenue source schedule during the budget practice.
2. Regular reports comparing actual to budgeted expenditures will be prepared by the Finance Department and be distributed to the City Manager and the Mayor and City Council to keep them abreast of the City's expenditures. As trends appear, necessary budget amendments shall be presented.
3. Departmental objectives will be integrated into the City's annual budget. The budget will include a short summary of these objectives by department.
4. Before the City undertakes any agreements that create fixed cost, the cost implications, both operating and capital, of such agreements will be estimated using currently available information for the current and future years.
5. All non-salary benefits, such as social security, pension, and insurance, will be estimated and their impact on future budgets annually assessed.
6. Cost analysis of salary increases will include the effect of such increases on the City share of related fringe benefits.

III

CAPITAL IMPROVEMENT POLICY

1. City staff will prepare for the Council's adoption annually a five (5) year Capital Improvement Program (CIP) which will detail each capital project, the estimated cost, and the funding source. Future operating costs associated with new capital improvements will be projected and included in the description.
2. The City will determine and use the most effective and efficient method for financing all new capital projects.

IV

ACCOUNTING POLICY

1. The City will maintain high standards of accounting. Generally accepted accounting principals (GAAP) will be used in accordance to the standards developed by the Government Accounting Standards Board (GASB) and endorsed by the Government Finance Officer's Association. (GFOA)
2. An independent annual audit will be performed by a public accounting firm which will issue an official opinion on the annual financial statements and a management letter detailing areas that need improvement.
3. Full disclosure will be provided in the financial statements and bond representations.
4. Financial systems will be maintained to monitor expenditures and revenues on a monthly basis, with a thorough analysis and adjustment of the Annual Budget at mid-year and any other appropriate time.
5. The accounting reports will provide monthly information about cash position and investment performance.
6. Checks still outstanding after six months shall be voided and redeposited into the appropriate fund. Checks shall be printed with a 180 day void policy statement. The City will follow the unclaimed property requirements on stale checks.
7. A procedural audit shall be conducted on an annual basis for fifty-

percent of all City departments. The departments audited will be rotated so that all departments are audited within each two year period.

V

DEBT POLICY

1. Capital projects, financed through bond proceeds, shall be financed for a period not to exceed the useful life of the project.
2. Lease purchasing will be confined to capital improvements too large to be financed from current revenues. Lease purchases shall be adopted by ordinance as provided in the City Charter.
3. All lease purchase agreements shall include the interest rate, full purchase price, and an amortization schedule with an annual payoff amount.

VI

RESERVE POLICY

1. The City will maintain an unallocated fund balance equal to or greater than two (2) months of general operating expenditures. This reserve will be calculated based on the adopted annual operating budget of the City for the prior year. These funds will be used to avoid cash-flow interruptions, generate interest income, reduce need for short-term borrowing and assist in maintaining what is considered an investment grade bond rating capacity. For funds that do not have the required fund balance reserve, a plan shall be written and implemented to reach such balance. A report of the reserve fund balance shall be made annually to the City Manager and the City Council.

VII

ENTERPRISE FUND POLICY

1. Utility user charges will be based on cost of services and established to generate sufficient revenues to recover annual system operation, maintenance and equipment cost. Rates will be structured so that they are in accordance with all Federal and State regulations. Water and Wastewater rates shall increase on October 1, of each year equivalent to the rise in the consumer price index as of April 1 of the current fiscal

year.

2. City staff will conduct a comprehensive rate study every five years for both the Water and Sewer Utilities. In each of the intervening years, the staff will review and update the current study.
3. Capital revenues, for system improvement and system expansion, will be a part of the user rates.
4. Each year the Enterprise Funds will maintain operating and maintenance reserves equal to or greater than two (2) months of operation. These funds will be used to avoid cash-flow interruptions, generate interest income, reduce need for short term borrowing and assist in meeting an emergency or unexpected expenditures. This reserve will be calculated based on the adopted annual operating budget of the City for the prior year.
5. Delinquent accounts over seven years old shall be written off at the end of each fiscal year, upon the approval of the City Manager. All accounts that have been written off shall be maintained in a register so verification can be made for each utility turn-on. Any person applying for utility service must pay any previous delinquent account prior to the new account being opened. A loss report by year shall be prepared for City Management and Council.

VIII

INVESTMENT AND BANKING SERVICES POLICY

1. It is the policy of the Office of the City Treasurer of the City of Neosho, Missouri, to invest public funds in a manner which will provide maximum security and investment returns while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.
2. This investment policy applies to all financial assets of the City of Neosho, Missouri. These funds are accounted for in the City of Neosho, Missouri's Annual Audit and include:
 - A. General Fund
 - B. Special Revenue Funds
 - C. Capital Project Funds

- D. Enterprise Funds
- E. Trust and Agency Funds
- F. Debt Service Funds
- G. Any new fund created by the legislative body

3. Pooling of Funds – Except for cash in certain restricted and special funds, the City of Neosho will consolidate cash balances from all funds to maximize investment earnings. Investment income will be recognized in the General Fund unless legal or grant requirements provide otherwise
4. Prudence - Investments of all City funds shall be controlled by the prudent person standard which states: "Investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the income to be derived."
5. The primary objectives, in priority order, of the City of Neosho's investment activities shall be:
 - A. Safety: Safety of principal is the foremost objective of the investment program. Investments of the City of Neosho shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - B. Credit Risk – The City of Neosho will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
 - a. Limiting investments to the safest types of securities.
 - b. Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisers with which the City will do business.
 - c. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
6. Interest Rate Risk – The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest

rates by:

- A. Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need
 - B. To sell securities on the open market prior to maturity. Investing operating funds primarily in shorter-term securities, money market funds, or similar pools.
- 7. Liquidity: The City of Neosho's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This is accommodated by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.
 - A. Return on Investment: The City of Neosho's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - B. A security with declining credit may be sold early to minimize loss of principal.
 - C. A security swap would improve the quality, yield, or target duration in the portfolio.
 - D. Liquidity needs of the portfolio require that the security be sold.
- 8. Authority: Authority to manage the City of Neosho's investment program is derived from Code Section 100.450. Management of the investment program is the responsibility of the City Treasurer and in the absence of the City Treasurer authority is given the Director of

Finance. The City Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to:

- A. Safekeeping, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the City Treasurer. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.
9. Ethics and Conflict of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials and employees shall disclose to the City Council any material financial interest in financial institutions that conduct business within this jurisdiction and they shall further disclose any large personal financial or investment positions that could be related to the performance of the City of Neosho's portfolio. Investment officials and employees shall subordinate their personal investment transactions to those of the City of Neosho particularly with regard to the time of purchases and sales.

IX.

Safekeeping and Custody

1. Authorized Financial Dealers and Institutions: The City Treasurer will maintain a list of financial institutions authorized to provide investment services to the City of Neosho. No public deposit shall be made except in a qualified public depository as established by state laws.

- A. All financial institutions within the city limits of Neosho, who desire to become qualified for investment transactions must adopt a collateral pledge agreement and depository agreement that is accepted by the City.
- B. Certify that they have read, understood and agreeing to comply the City's investment policy.
- C. Audited financial statements

- D. Proof of National Association of Securities Dealers (NASD) certification
- E. Proof of State registration

A periodic review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City Treasurer.

2. Internal Controls: The Director of Finance shall establish a system of internal controls designed to protect the City of Neosho's investment program from loss, theft or misuse. These controls shall be subject annually to independent review of the external auditors of the City. The review will be done to assure compliance with investment policies and procedures.

3. All security transactions, including collateral for repurchase agreements, entered into by the City of Neosho shall be conducted on a delivery versus payment (DVP) basis. Securities are to be held by a third party custodian and shall be evidenced by safekeeping receipts supplied to and retained by the City.

X.

Authorized and Suitable Investments

1. The City Treasurer may invest in the following types of securities:

- A. Obligations of the United States government or US government agency, the State of Missouri, or the City of Neosho.
- B. Bonds, bills, notes, debentures or other obligations guaranteed as to payment of principal and interest by the government of the United States or any agency or instrumentality thereof, the State of Missouri or the City of Neosho.
- C. Revenue bonds of the City of Neosho.
- D. Certificates of deposit, savings accounts as defined in Chapter 369, Revised Missouri Statutes or in interest bearing time deposits when such funds are held in United States banks, state banks, saving and loan associations operating under Chapter 369, Revised Missouri Statutes, or savings and loan associations authorized by the United State governments, so long as such deposits, savings accounts, and interest bearing deposits secured by one or more of the types of securities described in subparagraphs of this section.

E. Repurchase agreements, as a form of time deposit, are included as an authorized investment. Repurchase agreements must be collateralized with securities as described in subparagraph (D) above.

a. Repurchase Agreements – The City Treasurer shall exercise special caution in selecting and evaluating the creditworthiness of parties with whom repurchase transactions are conducted and shall be able to identify the parties acting as principals to the transaction. Safekeeping shall be performed by a third-party custodian. Duties of the custodian shall be outlined in a written agreement. The purchased securities associated with the repurchase agreement should have a market value in excess of the value of the repurchase agreement (called margin, "haircut," or over securitization). Market valuing the purchased securities regularly during the term of the repurchase agreement shall be a mandatory practice in order to ensure the purchased securities maintain sufficient market value. A master repurchase agreement shall be employed, subject to appropriate legal and technical review.

F. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

G. Collateralization – Full collateralization will be required on certificates of deposit and repurchase agreements in excess of FDIC insurance. Pursuant to Section 67.085 of Missouri Revised Statutes the placement of a certificate of deposit with one financial institution that arranges for the deposit of public funds in certificates of deposit in other financial institutions located in the United States with each institution providing FDIC insurance at 100% of the deposit and interest.

2. Investment Restriction and Prohibited Transactions

A. To provide for the safety and liquidity of the city's funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes is prohibited.
- b. Instruments commonly considered a "derivative" is prohibited. Derivative securities are a financial instrument which has a value or return linked to

another asset or index separate from the contract or obligation itself.

- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on trends in the market is prohibited.
- d. Diversification limits as provided herein should be adhered to as investment type, maturity and issuer.

XI.

Investment Parameters

1. Diversification – The investments shall be diversified by:

- A. Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- B. No limitation on the amount of U.S. Treasury notes or bonds
- C. No more than 75% of outstanding investments shall be made up of U.S. government agencies and instrumentalities with no more than 30% of outstanding investments consisting of any one issuer
- D. No more than 75% of outstanding investments shall consist of certificates of deposit of financial institutions.
- E. Investing in securities with varying maturities; generally (absent cash flow needs) investments shall mature in a level stream. No less than twenty-five (25%) of the total outstanding investments shall mature within one year of any date.
- F. No more than 60% of outstanding investments shall be made up of local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.
- G. For overnight repurchase agreements the underlying collateral shall consist of U.S. Treasury notes or bonds, government agency bonds and government instrumentalities with the total collateral having a market value in excess of the repurchase amount
- H. The maximum limitations on permitted securities do not apply on the collateral overnight repurchase agreements

2. Maximum Maturities: To the extent possible, the City will attempt to match

its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety (90) days from the date of purchase. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The City shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

3. Debt Service Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.
4. Because of the inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds, such as in bank deposits, Local Government Investment Pools (LGIP), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing operations.

XII.

Reporting

1. Methods: The City Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the City Council. The report shall include the following:
 - A. Listing of individual securities held at the end of the reporting period.
 - B. Realized and unrealized gains or losses resulting from appreciation or duration that is not intended to be held until maturity.
 - C. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - D. Listing of investment by maturity date.
 - E. Percentage of the total portfolio which each type of investment represents.
 - F. Performance Standards: The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a

market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis

2. Marking to Market: The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.
3. The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City of Neosho's risk constraints and cash flow needs.
4. The City's investment strategy is passive. Given this strategy, the basis used by the City Treasurer to determine whether market yields are being achieved shall be the three month and six month United States Treasury Bill.
5. Investments will be made as necessary by fax bids and be on a competitive basis.
6. Banking services for daily operational purposes will be bid every five years on a time line basis of implementation on October 1 of the ensuing fiscal year. Services will be bid using a request for proposal (RFP) format and will be awarded on availability of required services, quality of services, cost of services, and any other criteria set forth in the RFP. All operational services will have written agreements for a period of five (5) years. Banking services will include:
 - A. An investment account for daily deposits, wire transfers, and other operational transactions as necessary.
 - B. An overnight sweep account with an attached zero deposit account for payments made by the City. (Collateral for this specific account will be determined in the RFP process and will be documented in the written banking services agreement.)
 - C. Other checking accounts as required by grant agreements and departmental procedures, may be interest bearing and non-interest bearing depending on individual requirements.

XIII

POLICY REVIEW

1. A review of this policy shall be made annually during the budget process. All recommendations for changes shall be presented to the Council for approval.

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Service Line Warranty Spring Campaign

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Neosho 2nd Campaign

PURPOSE:

To seek Council's approval of the Spring campaign letters to be sent by Service Line Warranty to water and wastewater customers.

BACKGROUND:

Home Serve USA -Service Line Warranty obtained Councils permission to send letters to our water and wastewater customers for Home Serve USA to offer insurance for the repairs of services lines from the water meter or wastewater main line to the home. Home Serve USA is preparing for a Spring campaign and will be sending out another round of letters. The letters are to be mailed June or July.

RECOMMENDATION:

Staff is seeking Councils review of the letters and to permit Home Serve USA to mail the letters to our water and wastewater customers.

For
City of Neosho
Homeowners

PRSRT STD
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 33310
PERMIT NO. 750



JZS

For
City of Neosho
Homeowners

HOMEOWNER INFORMATION

Re: Your exterior water service and sewer/septic line responsibility

<<MR. SAMPLE A SAMPLE_XX>>

<<MAIL_ADDRESS1>>

<<MAIL_ADDRESS2>>

<<MAIL_CITY, ST ZIP>>



JZS



YEAR RESIDENCE BUILT

<<YR_Built>>

EST. AGE OF ORIGINAL
WATER AND SEWER/SEPTIC LINES

<<<<House_Age>> Years>>

RESPONSE REQUESTED BY

<<Month xx, xxxx>>

Message for homeowner, <<Sample A. Sample_xxxxxxx>>: You are responsible for covering any needed repairs to the exterior lines on your property.

The City of Neosho is not responsible.

Your house was built in <<YR_Built>>. This means your exterior lines are estimated to be <<House_Age>> years old, if they have not already been replaced.

This letter is regarding the water and sewer/septic pipes which service your house in <<Serv_City>>, <<Serv_ST>>. Unless your pipes have been replaced recently, they may be aging, and age-related wear and tear is a major contributor to line failures. Please respond by <<Month xx, xxxx>>, to take action before being faced with a potential emergency with your exterior lines. These pipes are underground and cannot be easily inspected. It is therefore difficult to know if your pipes may be at advanced risk of failure and nearing the end of their effective life span.

Regarding your responsibility: You bear the full financial responsibility for repairs. The City of Neosho is not responsible for exterior line repairs on your property. Also note that most basic homeowners insurance policies typically do NOT cover repairs for normal wear and tear.

ESTIMATED REPAIR COSTS: For homeowners without exterior line protection

Homeowners typically pay \$2,832 to replace a failing water service line; a sewer/septic line replacement may cost \$5,754.** Factors that contribute to this cost include:

- Locating the failure, excavating, and backfilling
- Repairing a line under a paved surface — i.e., a driveway or sidewalk
- Special handling for an extra long or deeply buried pipe

ENROLL NOW: Protection is available for your exterior lines

Neosho homeowners can apply for Exterior Water Service Line Coverage or Exterior Sewer/Septic Line Coverage from Service Line Warranties of America (SLWA), regardless of the age of their exterior lines.

Starting for just \$5.25 per month, you can avoid potentially significant out-of-pocket expenses. If you select both plans, you'll receive a 10% savings for the first year.[†] The City of Neosho has allowed SLWA*, an independent company, to offer eligible homeowners *optional* protection from SLWA, up to the benefit amount of \$8,500 per service call with multiple calls annually for covered water service or well line repairs and up to \$8,500 per service call with multiple calls annually for covered sewer/septic line repairs (30-day waiting period includes a money-back guarantee for both). This program is administered by SLWA, and no public funds were used for the mailing of this letter. This coverage is being offered to <<Serv_City_xx>>, <<Serv_ST>>, residents with aging homes.

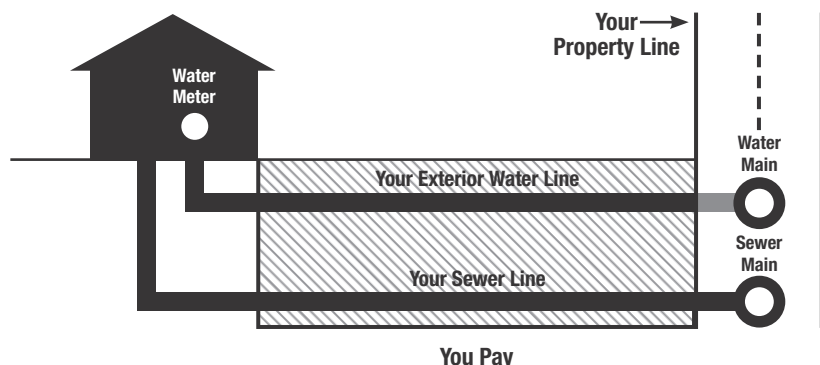
[†]Savings compared to renewal price.

^{**}National average repair costs as of January 2023.

*Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. Your local utility or community and SLWA entered into an agreement to introduce these plans. *See eligibility requirements and coverage limitations in this package.*

Who typically pays for an exterior line emergency?

SERVICE ADDRESS: <<Serv_Address1_xxxxxx>>,
<<Serv_City_xx>>, <<Serv_ST>> <<ZIPXX>>



Generic representation. The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic/collection tanks, leaching fields, pumps or grinders are not covered.

Here's how these homeowner protection plans help cover your charges for covered emergency repairs up to the benefit amount:

If your exterior lines are **NOT** covered:

You may pay an average of \$2,832 to locate, excavate, and replace the water line on your property (26-100 ft.) and \$5,754 to replace your sewer/septic line (26-75 ft.).[‡]

If your lines **ARE** covered:

There is **NO CHARGE[‡]** to you.

As part of this protection, you will receive: access to a 24-hour emergency repair service hotline to schedule a repair; and up to \$8,500 per service call with multiple calls annually for covered water service or well line repairs and up to \$8,500 per service call with multiple calls annually for covered sewer/septic line repairs (30-day waiting period includes a money-back guarantee for both).

[‡]National average repair costs as of January 2023.
No charge for covered repairs up to the service call benefit amount.

**To participate: Please complete & return the form by <<Month xx, xxxx>> • Or call SLWA at 1-844-257-8795
• Or visit: www.slwofa.com**

IMPORTANT QUESTIONS & ANSWERS

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line and exterior sewer/septic line on your property.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of these lines.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's Covered" section.

Who is eligible for coverage?

To be eligible, you must own both the residential single structure and the land it is located on. You are not eligible if your home is a recreational vehicle or otherwise intended to be moved; your property is used for commercial purposes; you know of any current problems with your exterior water service or exterior sewer/septic lines before enrollment, your entire line(s) is shared with a 3rd party or covered by a homeowners' association or the like, or your exterior sewer/septic line has failed a smoke or dye test, camera inspection or any other proactive test without resolution. In IA, properties with more than 4 dwelling units are not eligible.

What should I know about this coverage?

What's covered: Coverage provides, up to the applicable benefit limit, to repair or replace the following, that have experienced an operational failure, for which you have sole responsibility, that are damaged due to normal wear and tear, not accident or negligence. **Exterior Water Service Line Coverage:** The water line from your utility's responsibility or external wall of your well casing to the water meter or main shut-off valve inside your home. Repair or replacement of non-functioning stop boxes, shut-off valves, pressure reducing valves and backflow prevention devices is also covered. **Exterior Sewer/Septic Line Coverage:** The sewer line from the external wall of your home up to your utility's responsibility, or septic line from the external wall of your home up to the point of connection to the septic tank on your property, including branch drains from the point they exit the home to the point they re-enter the home.

Not covered: Damage from accidents, negligence or otherwise caused by you, others or unusual circumstances and the following product-specific exclusions: **Exterior Water Service Line Not Covered:** Branch lines; any tanks or appliances. Additional exclusions apply. **Exterior Sewer/Septic Line Not Covered:** Septic/collection tanks; leaching fields; grinder pumps; non-conforming drain lines; or branch lines. Additional exclusions apply. See full Terms and Conditions with complete coverage and exclusion details prior to enrolling by calling 1-844-257-8795 or going to www.slwofa.com. Costs on covered repairs may exceed the benefit limit, in which case you pay the difference between the cost and the benefit limit. Disputes resolved by arbitration, without class action or jury trial, unless otherwise stated in your full Terms and Conditions.

When can I make a service call?

Your plan(s) start the day your enrollment is processed. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), there is no waiting period.

What is the cancellation policy?

Cancel any time by calling SLWA at 1-844-257-8795 or visiting www.slwofa.com. If you cancel either plan within 30 days of your start date, you will get a full refund of the cancelled plan(s) (less claims paid, where applicable). Cancellations after the first 30 days will result in a pro-rata refund of the cancelled plan(s) (less claims paid, where applicable).

What is the term of my service agreement?

The plan is annual. Unless you cancel, your plan automatically renews annually at the then-current renewal price with your same payment terms.

What is E-Z Pay?

E-Z Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

Who is SLWA?

SLWA is an independent company, separate from your local utility or community. If you would prefer not to receive solicitations from SLWA, please call 1-844-257-8795.

24045JZ5127AAM0Z

S24_RX4691_Choice_My_Ex_LTR

MAIL-BACK FORM



Please confirm your name and address below and make any changes if necessary.
<<Sample A. Sample_XXXXXX>>, <<Serv_Address1_XXXXXX>>,
<<Serv_Address2_XXXXXX>>, <<Serv_City_XXX, ST Zip>>

Reply ID: Please see below for applicable Reply ID

RESPONSE REQUESTED BY: <<x/x/xxxx>>

Please send my current/future agreements and any related documents to the email address below. I can access and retain documents sent to my email. I understand I can request a copy of my contract, update my email address, or change my communication preference anytime by going online or calling SLWA.

Email: [Redacted]

Phone: [Redacted]



For fastest processing scan here.

1. Choose Your Protection Plan(s) CHECK ONE BOX BELOW to select your plan(s) and payment schedule

TAKE 10% OFF for the first year when you select both plans			
BEST VALUE			
	Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage	-OR-	Exterior Water Service Line Coverage -OR- Exterior Sewer/Septic Line Coverage
PAYMENT SCHEDULE	Reply ID: <<MC3-2404SJZS127ACMOZ-9999>> Reply ID: <<MC4-2404SJZS126ACMOZ-9999>>	Reply ID: <<MC1-2404SJZS127AAMOZ-9999>>	Reply ID: <<MC2-2404SJZS126ABMOZ-9999>>
MONTHLY	☐ \$12.50 \$11.24	☐ \$5.25	☐ \$7.25
QUARTERLY	☐ \$37.50 \$33.72	☐ \$15.75	☐ \$21.75
YEARLY	☐ \$150.00 \$134.88	☐ \$63.00	☐ \$87.00

2. Choose Your Payment Method

- ☐ **E-Z Pay** (see back of letter): By signing below, I authorize SLWA to use account information from the enclosed check to make electronic fund transfers to automatically initiate my first and future debits, plus any applicable taxes, to my bank account at the frequency and amount specified in the Payment Schedule in connection with my payments for the plan(s) selected. I understand my check will be converted to an electronic debit for my first payment, instead of deposited as a paper check.
- ☐ **Credit/Debit Card:** By signing below, I authorize SLWA to charge my first and future payments, plus any applicable taxes, for the plan(s) selected to my credit/debit card at the frequency and amount specified in the Payment Schedule.

☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

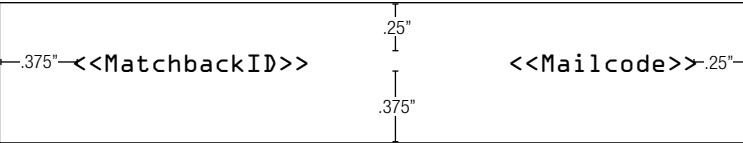
Card Number

Exp. Date
- ☐ **Annual Check or Money Order** (use **only** if you choose YEARLY payment): I have enclosed my check or money order, payable to SLWA, for my annual payment for the plan(s) selected.

Yes, please sign me up for the protection plan(s) from SLWA I have selected. I understand this optional plan(s) is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price, plus any applicable taxes (currently \$12.50 per month if I select both plans), unless I cancel. SLWA will only notify me if the applicable tax rate changes, causing the preauthorized amount to differ by more than 10%. I can cancel this contract(s) any time at no additional cost, without obligation to make future plan payments, by calling 1-844-257-8795 or visiting www.slwofa.com. Your Data: See our homepage at www.slwofa.com. I agree I have read the coverage details in this package and confirm I am the homeowner, meet all other eligibility requirements, and understand the coverage limitations and exclusions.

SIGNATURE (required):
X _____

DON'T FORGET: Plan(s) and Payment Schedule and Payment Method must be selected for enrollment to be processed.



<<Customer_No>>

2404SJZS127AAMOZ S24_RX4691_Choice_My_Ex_LTR

For
City of Neosho
Homeowners

HOMEOWNER INFORMATION

Re: Your exterior water service and sewer/septic line responsibility

<<MR. SAMPLE A SAMPLE_XX>>

<<MAIL_ADDRESS1>>

<<MAIL_ADDRESS2>>

<<MAIL_CITY, ST ZIP>>



JZS



YEAR RESIDENCE BUILT

Unknown

EST. AGE OF ORIGINAL
WATER AND SEWER/SEPTIC LINES

Unknown

RESPONSE REQUESTED BY

<<Month xx, xxxx>>

Message for homeowner, <<Sample A. Sample_XXXXXX>>: You are responsible for covering any needed repairs to the exterior lines on your property.

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ESTIMATED REPAIR COSTS: For homeowners without exterior line protection

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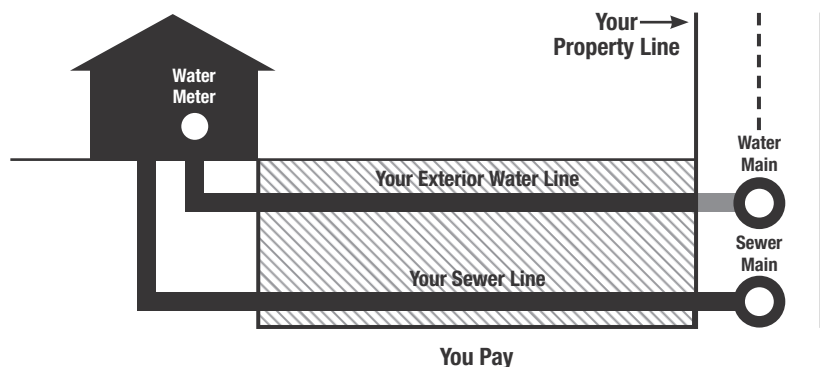
[†]Savings compared to renewal price.

^{**}National average repair costs as of January 2023.

*Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 4000 Town Center Boulevard, Suite 400, Canonsburg, PA 15317, is an *independent company separate from your local utility or community* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to purchase this plan will not affect any service you have with your local utility or community. Your local utility or community and SLWA entered into an agreement to introduce these plans. *See eligibility requirements and coverage limitations in this package.*

Who typically pays for an exterior line emergency?

SERVICE ADDRESS: <<Serv_Address1_XXXXXX>>,
<<Serv_City_xx>>, <<Serv_ST>> <<ZIPXX>>



Generic representation. The water and sewer/septic lines beyond the property boundary may be an additional responsibility of the homeowner and are included in this coverage. Septic/collection tanks, leaching fields, pumps or grinders are not covered.

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As part of this protection, you will receive: access to a 24-hour emergency repair service hotline to schedule a repair; and up to \$8,500 per service call with multiple calls annually for covered water service or well line repairs and up to \$8,500 per service call with multiple calls annually for covered sewer/septic line repairs (30-day waiting period includes a money-back guarantee for both).

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24045JZ5127AAM0Z

S24_RX4691_Choice_My_Ex_LTR

For
City of Neosho
Homeowners

HOMEOWNER INFORMATION

Re: Your exterior water service and sewer/septic line responsibility

<<MR. SAMPLE A SAMPLE_XX>>

<<MAIL_ADDRESS1>>

<<MAIL_ADDRESS2>>

<<MAIL_CITY, ST ZIP>>



JZS



YEAR RESIDENCE BUILT

<<YR_Built>>

EST. AGE OF ORIGINAL
WATER AND SEWER/SEPTIC LINES

<<<<House_Age>> Years>>

REMINDER: RESPONSE REQUESTED BY

<<Month xx, xxxx>>

Message for homeowner, <<Sample A. Sample_xxxxxxx>>: You are responsible for covering any needed repairs to the exterior lines on your property.

The City of Neosho is not responsible.

Your house was built in <<YR_Built>>. This means your exterior lines are estimated to be <<House_Age>> years old, if they have not already been replaced.

This letter is regarding the water and sewer/septic pipes which service your house in <<Serv_City>>, <<Serv_ST>>. Unless your pipes have been replaced recently, they may be aging, and age-related wear and tear is a major contributor to line failures. Please respond by <<Month xx, xxxx>>, to take action before being faced with a potential emergency with your exterior lines. These pipes are underground and cannot be easily inspected. It is therefore difficult to know if your pipes may be at advanced risk of failure and nearing the end of their effective life span.

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Starting for just \$5.25 per month, you can avoid potentially significant out-of-pocket expenses. If you select both plans, you'll receive a 10% savings for the first year.[†] The City of Neosho has allowed SLWA*, an independent company, to offer eligible homeowners *optional* protection from SLWA, up to the benefit amount of \$8,500 per service call with multiple calls annually for covered water service or well line repairs and up to \$8,500 per service call with multiple calls annually for covered sewer/septic line repairs (30-day waiting period includes a money-back guarantee for both). This program is administered by SLWA, and no public funds were used for the mailing of this letter. This coverage is being offered to <<Serv_City_xx>>, <<Serv_ST>>, residents with aging homes.

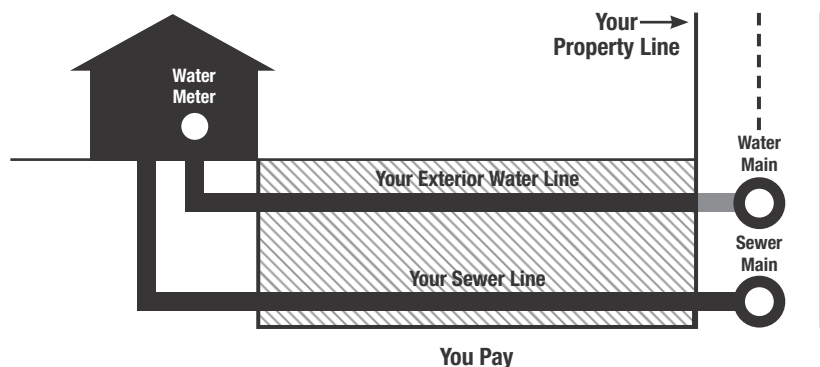
[†]Savings compared to renewal price.

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SERVICE ADDRESS: <<Serv_Address1_xxxxxx>>,
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S24_RX4691_Choice_My_Ex_LTR

MAIL-BACK FORM



Please confirm your name and address below and make any changes if necessary.
<<Sample A. Sample_XXXXXX>>, <<Serv_Address1_XXXXXX>>,
<<Serv_Address2_XXXXXX>>, <<Serv_City_XXX, ST Zip>>

Reply ID: Please see below for applicable Reply ID

RESPONSE REQUESTED BY: <<x/x/xxxx>>

Please send my current/future agreements and any related documents to the email address below. I can access and retain documents sent to my email. I understand I can request a copy of my contract, update my email address, or change my communication preference anytime by going online or calling SLWA.

Email: [Redacted]

Phone: [Redacted]



For fastest processing scan here.

1. Choose Your Protection Plan(s) CHECK ONE BOX BELOW to select your plan(s) and payment schedule

	TAKE 10% OFF for the first year when you select both plans				
	BEST VALUE				
	Exterior Water Service Line Coverage and Exterior Sewer/Septic Line Coverage	-OR-	Exterior Water Service Line Coverage	-OR-	Exterior Sewer/Septic Line Coverage
PAYMENT SCHEDULE	Reply ID: <<MC3-2404SJZS127ACMOZ-9999>> Reply ID: <<MC4-2404SJZS126ACMOZ-9999>>		Reply ID: <<MC1-2404SJZS127AAMOZ-9999>>		Reply ID: <<MC2-2404SJZS126ABMOZ-9999>>
MONTHLY	☐ \$12.50 \$11.24		☐ \$5.25		☐ \$7.25
QUARTERLY	☐ \$37.50 \$33.72		☐ \$15.75		☐ \$21.75
YEARLY	☐ \$150.00 \$134.88		☐ \$63.00		☐ \$87.00

2. Choose Your Payment Method

☐ E-Z Pay (see back of letter): By signing below, I authorize SLWA to use account information from the enclosed check to make electronic fund transfers to automatically initiate my first and future debits, plus any applicable taxes, to my bank account at the frequency and amount specified in the Payment Schedule in connection with my payments for the plan(s) selected. I understand my check will be converted to an electronic debit for my first payment, instead of deposited as a paper check.

☐ Credit/Debit Card: By signing below, I authorize SLWA to charge my first and future payments, plus any applicable taxes, for the plan(s) selected to my credit/debit card at the frequency and amount specified in the Payment Schedule.

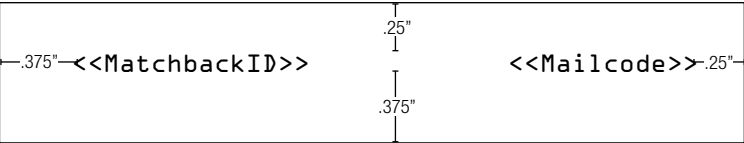
☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER [Card Number] [Exp. Date]

☐ Annual Check or Money Order (use only if you choose YEARLY payment): I have enclosed my check or money order, payable to SLWA, for my annual payment for the plan(s) selected.

Yes, please sign me up for the protection plan(s) from SLWA I have selected. I understand this optional plan(s) is based on an annual contract and will be automatically renewed annually on the same payment terms I selected at the then-current renewal price, plus any applicable taxes (currently \$12.50 per month if I select both plans), unless I cancel. SLWA will only notify me if the applicable tax rate changes, causing the preauthorized amount to differ by more than 10%. I can cancel this contract(s) any time at no additional cost, without obligation to make future plan payments, by calling 1-844-257-8795 or visiting www.slwofa.com. Your Data: See our homepage at www.slwofa.com. I agree I have read the coverage details in this package and confirm I am the homeowner, meet all other eligibility requirements, and understand the coverage limitations and exclusions.

SIGNATURE (required):
X _____

DON'T FORGET: Plan(s) and Payment Schedule and Payment Method must be selected for enrollment to be processed.



<<Customer_No>>

2404SJZS127AAMOZ S24_RX4691_Choice_My_Ex_LTR

For
City of Neosho
Homeowners

HOMEOWNER INFORMATION

Re: Your exterior water service and sewer/septic line responsibility

<<MR. SAMPLE A SAMPLE_XX>>

<<MAIL_ADDRESS1>>

<<MAIL_ADDRESS2>>

<<MAIL_CITY, ST ZIP>>



JZS



YEAR RESIDENCE BUILT

Unknown

EST. AGE OF ORIGINAL
WATER AND SEWER/SEPTIC LINES

Unknown

REMINDER: RESPONSE REQUESTED BY

<<Month xx, xxxx>>

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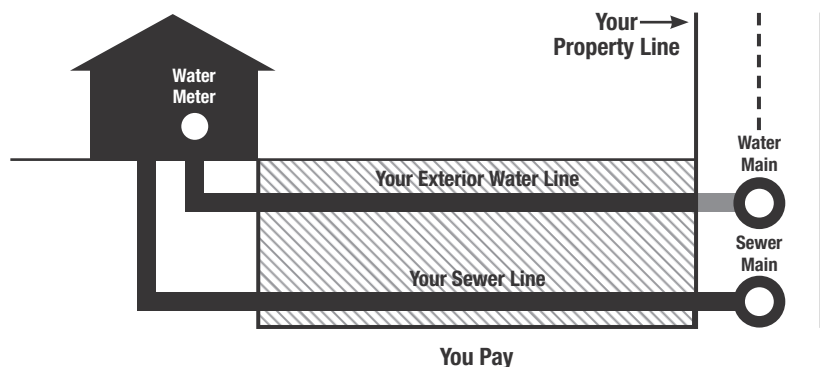
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S24_RX4691_Choice_My_Ex_LTR

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Insurance Invoices July 1, 2024 to June 30, 2025

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Neosho - FY25 Assessment
 2. FY2024-FY2025 Renewal
-

PURPOSE:

Provide update to our MIRMA renewal- additional charges and percent increase and our Cyber Security Policy Update

BACKGROUND:

Annually, MIRMA provides an assessment invoice for the coming year's insurance coverage. For FY25, the increase per hundred is moving from \$11.31 to \$11.65. This results in a \$0.34 increase or (3.%) for workers' compensation. The driving force behind this increase is driven by some catastrophic losses last year, along with inflation and payroll increases of the members. The Board did authorize a return of surplus coverage from years 2011, 2014 and 2015 for a credit of \$18,444.

In total, the increase from last year is 5% with workers' compensation and property liability.

The Insurance Center provided this year's invoice. There is a 4% increase from last year.

Both invoices are budgeted and came in under budget for FY2024-2025.

RECOMMENDATION:



MIRMA

Missouri Intergovernmental Risk Management Association
3002 Falling Leaf Court Columbia, MO 65201 (573) 817-2554

INVOICE

TO: City of Neosho
203 E. Main Street
Neosho, MO 64850

Date of Invoice: May 14, 2024

Payment Due: June 28, 2024

Description	Debits	Credits
FY2025 Assessment Computation (\$11.65/\$100 Payroll) for the period of 7/1/2024 - 6/30/2025	\$584,855	
Property Adjustment Debit	\$2,837	
Loss Prevention Credit		\$308
Loss Experience Credit		\$18,444
IN ORDER FOR YOUR PAYMENT TO BE CONSIDERED AS PAID ON TIME, IT MUST BE IN THE MIRMA OFFICE BY THE DUE DATE. ARTICLE VI (e) OF THE ARTICLES OF ASSOCIATION PROVIDES FOR SIGNIFICANT PENALTY FOR LATE PAYMENT.		
Totals	\$587,692	\$18,753
	Amount Due	\$568,939



2901 Arizona Ave., Joplin, MO 64804-3180
(417) 623-7500 FAX (417) 623-0902
www.theinsurancenter.com

Invoice # 94623		Page 1 of 1
Account Number	Date	
NEOSHO0-01	5/28/2024	
BALANCE DUE ON	Emp Code	
7/1/2024	KKELLER	
AMOUNT PAID	Amount Due	
	\$12,190.00	

City of Neosho
203 E Main Street
Neosho, MO 64850

Cyber Privacy & Data Breach

PolicyNumber: ESM0139696010

Effective: 7/1/2024 to 7/1/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2457489	7/1/2024	7/1/2024	RENB	Cyber Liability Renewal	\$11,690.00
2457490	7/1/2024	7/1/2024	CFEE	Broker Fee	\$500.00

Total Invoice Balance:

\$12,190.00

Pay this invoice online at www.theinsurancenter.com Click "Client Portal"



REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Request to Approve Submission of Grant Application for Parks Dept.

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT: None

PURPOSE:

Seek council's approval of the application to submit to the Department of Natural Resources for the Non Playground recycled scrap tire material grant.

BACKGROUND:

In the previous city council meeting, we presented this grant opportunity to the council. The council gave permission to pursue the application for the grant. Council asked for review of the application before we submit it.

RECOMMENDATION:

Staff recommends submission of the application for grant, and for the mayor to sign and execute it.



May 23, 2024

City of Neosho

Dear David/Council:

This letter is a request per the contract for a modification of the current rate on the anniversary date of the agreement, June 1, 2024. Currently the annual CPI for Water, sewer and trash is 5.47%. This will bring the residential rate that is paid to Republic to \$12.63 per month and an additional cart is \$5.77 per month.

Republic appreciates the partnership we have formed with Neosho and look forward to another successful year. We value our relationship and pride ourselves in providing excellent service to the citizens of Neosho. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Fagan
Republic Services of Galena
Municipal Manager
417-499-3739 cell

CPI: Water & Sewer & Trash

Monthly: 5.31%

Monthly Change: .03 %

Rolling 12 Mth Avg: 5.47%

Change from Last Month: -.01%

REQUESTED COUNCIL MEETING DATE: June 4, 2024

ITEM: Hill Street / Sherman Street Discussion

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION: