

## **NOTICE OF OPEN MEETING**

Posted 5:00 p.m., July 2, 2026

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, July 7, 2026 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

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### **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. June 16, 2026 Council Minutes
2. Bill No. 2026-37: Request for Rezoning of property located at Washington Ave and Main Ave from R-2, Second Dwelling House District to R-3, Apartment House District.
3. Bill No. 2026-38: Final Plat/Re-plat of Baxter Addition
4. Amendments to Liberty Utility Contract

#### **NEW OFFICER OATHS AND OFFICER PROMOTIONS**

1. Shelby Strickland - New Officer Oath and Badge Placement Ceremony
2. Justin Grall - New Officer Oath and Badge Placement Ceremony
3. Nathaniel Moudy Promotion to Sergeant
4. Keith Brumfield Promotion to Sergeant

#### **VISITOR'S BUSINESS**

#### **BIDS**

1. Purchase a New Truck Public work Dept
2. Street Dept New Backhoe
3. Auditorium Electrical Switch for Generator
4. Toro GreensPro 1260 Greens Roller

#### **PUBLIC HEARINGS**

1. Public Hearing for Moratorium on Data Centers

#### **NEW BUSINESS**

1. Bill No. 2026-39: YMCA Municipal Pool Management Contract
2. Bill No. 2026-40: Consider an application for annexation of property near Industrial Drive and Lusk Drive.

## **July 7, 2026 City Council Meeting**

3. Bill No. 2026-41: Consider an application for rezoning of property located near Industrial Drive and Lusk Drive from R-1 to R-2
4. Bill No. 2026-42: Surplus of Golf Carts
5. Bill No. 2026-43: Global Record Management System Contract
6. Bill No. 2026-44: HWY 59 Change Order No. 1 with Blevins Asphalt Construction Company
7. Resolution Bill No. 2026-20: Consideration of a One-Year Moratorium on Applications for Data Centers
8. Resolution Bill No. 2026-21: ACH Policy and Notice
9. Resolution Bill No. 2026-23: Letter of Intent with Zak's Properties, Inc\_ Daugherty
10. Resolution Bill No. 2026-24: Termination of an Agreement with Utility Service Co., Inc..
11. Rocketdyne Park Inclusive Playground Project – Committee Introduction & Sponsorship Presentation
12. Public Safety Facility Plans Presentation
13. Handicap Parking Request
14. One-way Designation For the Alley Behind the Lane Apartments.
15. Update on MAW Sale-PSC Approval

### **REPORT OF CITY OFFICERS**

1. Hatchery Branch Crossing/Bridge Washout — Morse Park Update

### **ADJOURN**



**MINUTES**  
**NEOSHO CITY COUNCIL**  
**June 16, 2026 - 7:00 PM**  
**Neosho Council Chambers**  
**203 E. Main St., Neosho, MO**

**OPENING PRAYER & PLEDGE OF ALLEGIANCE**

Pastor Shain Jordan opened with prayer and Mayor Workman led the pledge of allegiance.

**CALL TO ORDER**

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

**ROLL CALL**

**COUNCIL PRESENT:**

Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

**COUNCIL ABSENT:**

Charles Collinsworth and Ashton Robinson.

Councilman Evans made a motion to excuse Councilman Collinsworth and Councilwoman Robinson;  
Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

**CITY OFFICERS PRESENT:**

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

**APPROVAL OF AGENDA**

Mayor Workman stated that the agenda needed to be amended to remove new business item no. 3: Bill No. 2026-39.

Councilwoman Thomas made a motion to approve the agenda as amended, removing New Business Item No. 3: Bill No. 2026-39; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

**CONSENT AGENDA**

Councilman Evans made a motion to approve the consent agenda including the following:  
June 2, 2026 Minutes; Councilwoman Thomas seconded.

## **June 16, 2026 - City Council Regular Session Minutes**

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

### **VISITOR'S BUSINESS**

No visitor's present to speak.

### **BIDS**

#### **Buffalo Creek Lift Station**

City Manager Kennedy addressed the city council stating that the purpose of this item is Bids for the Neosho Lift Station Improvements project were received and opened on June 2, 2026. Cardinal Sitework of Pittsburg, Kansas, submitted the apparent low bid based on base bid amounts. As part of the evaluation, references for Cardinal Sitework were contacted to assess their bonding capacity, current workload, available workforce, and overall ability to perform the work. All feedback was positive, with no concerns regarding financial standing or capacity. Cardinal Sitework has completed utility, sewer, waterline, and smaller lift station-related projects, but lacks extensive documented experience as a prime contractor on lift station rehabilitation projects of similar size and complexity (the current project has a construction value approaching \$1 million). The second and third low bidders, McClanahan Construction Company, Inc. and G&G Construction Company, Inc., both have substantial experience with similar wastewater treatment, lift station, and utility infrastructure projects.

Allgeier, Martin and Associates has worked with both companies on numerous projects in the past. Recommendation to Council: Based on the bid evaluation: Cardinal Sitework is the apparent low bidder and has demonstrated sufficient resources and capacity to undertake the project. However, their limited documented experience on projects of this size and complexity is a consideration. The Council may wish to review and consider the qualifications and experience of the second and third low bidders (McClanahan Construction Company, Inc. and G&G Construction Company, Inc.), both of whom have proven experience with similar projects.

Councilwoman Thomas made a motion to approve the bid tabulation sheet for the Buffalo Creek Lift Station Improvements and direct staff to further review the qualifications and experience of the low, second low, and third lowest bidders before official awarding of the bid; Councilman Evans seconded.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

#### **Clear Creek Golf Carts**

City Manager Kennedy addressed the city council stating that the purpose of this item is Clear Creek Golf Car is an authorized dealer with a location in Ozark, Missouri, and offers golf carts, parts, service, and related support. Sourcewell is a nationally recognized cooperative purchasing program that allows public agencies to procure equipment through competitively solicited contracts, which can streamline the purchasing process and help ensure compliance with procurement requirements. The acquisition of ten GPSI MC Club Car Tempo Lithium golf carts in Metallic Ice Blue is intended to maintain reliable fleet availability, support daily operations, and reduce downtime associated with aging or insufficient equipment. The quoted price is

## **June 16, 2026 - City Council Regular Session Minutes**

\$7,470.00 per unit for ten units, for a gross total of \$74,700.00. The quote also includes a trade-in allowance of \$2,100.00 per unit for ten 2020 Tempo gas golf cars, for a total trade-in credit of \$21,000.00, resulting in a net purchase price of \$53,700.00. The carts will be paid for from the golf account, which currently has a balance of over \$300,000.00. The trade-ins will be brought back to council for surplus prior to being released to Clear Creek.

Councilman Cobb made a motion to approve the invoice from Clear Creek Golf Carts in the amount of \$53,700 for 10 electric lithium golf carts; Councilwoman Humphrey seconded.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

### **PUBLIC HEARING**

#### **Public Hearing for a request for Annexation of Property located near Industrial Dr and Lusk Dr as R-1, First Dwelling House District**

Mayor Workman opened the public hearing at 7:10 p.m.

There was nobody present to speak.

Mayor Workman closed the public hearing at 7:10 p.m.

#### **Public Hearing for Rezoning of Property located near Washington Ave and Main Ave from R-2 Second Dwelling House District to R-3, Apartment House District.**

Mayor Workman opened the public hearing at 7:10 p.m.

There was nobody present to speak.

Mayor Workman closed the public hearing at 7:10 p.m.

#### **Public Hearing for a request to Rezone Property located near Industrial Dr and Lusk Dr from R-1, First Dwelling House District, to R-2, Second Dwelling House District**

Mayor Workman opened the public hearing at 7:11 p.m.

There was nobody present to speak.

Mayor Workman closed the public hearing at 7:11 p.m.

#### **Public Hearing for Final Re-plat of Baxter Addition near Baxter St and Hickory Ave**

Mayor Workman opened the public hearing at 7:11 p.m.

There was nobody present to speak.

Mayor Workman closed the public hearing at 7:11 p.m.

## June 16, 2026 - City Council Regular Session Minutes

### NEW BUSINESS

#### **Bill No. 2026-37: Request for Rezoning of property located at Washington Ave and Main Ave from R-2, Second Dwelling House District to R-3, Apartment House District.**

AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located on Washington Avenue and Main Street, Neosho, Missouri, as requested by the owner, Reyes Investment, LLC, a Missouri limited liability company, from a District "R-2," Second Dwelling House District to a District "R-3," Apartment House District.

City Attorney Snyder read Bill No. 2026-37 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2026-37; Councilman Workman seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for Reyes Investment LLC has requested to re-zone this property from R-2, Second Dwelling House District to R-3, Apartment House District with the plan to build a 3-Plex town house.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

#### **Bill No. 2026-38: Final Plat/Re-plat of Baxter Addition**

AN ORDINANCE of the City of Neosho accepting and approving the Final Plat for the partial replat of the Baxter Addition at Baxter Street and Hickory Street, as to Lots 1-5 within the City of Neosho, Newton County, Missouri, hereinafter described.

City Attorney Snyder read Bill No. 2026-38 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2026-38; Councilman Evans seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for Mr. Abraham Laughlin has submitted a final plat for review and approval. The property is located at the intersection of Baxter Street and Hickory Avenue and consists of five (5) single family residential lots. The lots are zoned Residential-1 and meet all minimum lot requirements. All utilities for the development will be privately maintained and extended from existing mains. Each lot is designed to have individual driveway access, which is depicted on the submitted plat.

No public streets are proposed as part of this development. An engineered stormwater management plan has been submitted demonstrating how runoff from the development will be appropriately handled. This has been heard by the Planning and Zoning Commission and recommended for approval.

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

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No: None  
Abstain: None  
Passed.

### **Resolution Bill No. 2026-19: Intradepartmental Budget Transfer Policy and Form**

A RESOLUTION of the City of Neosho, Missouri, adopting a Budget Transfer Policy pursuant to Section 5.08 of the Charter for the City of Neosho.

City Attorney Snyder read Resolution Bill No. 2026-19 in title only.

Councilman Cobb made a motion to approve and discuss Resolution Bill No. 2026-19; Councilwoman Humphrey seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for Staff has drafted an intra-department transfer of funds form after seeking guidance from Council at the May 19th meeting. This policy will authorize the Department head to request an intra-transfer of funds which the finance director would verify the funds are available and final approval would be from the City Manager. These intra-departmental transfers are made only within departments and do not include inter-departmental transfers between departments. This would act as the budget amendment for unrestricted operating accounts. Staff will bring a monthly report after any transfers occurred to Council. The report would list the transfer from and transfer to accounts the dollar amount and description of the request. Under Article V of the City Charter Section 5.08 Amendments After Adoption state: Transfer of Budget Balances. At any time during the fiscal year the City Manager may transfer part or all of any unencumbered budget balance among programs within a department, office or agency and, upon written request by the Council may, by ordinance, transfer part or all of any unencumbered budget balance from one (1) department, office or agency to another.

Roll call vote:  
Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans  
No: None  
Abstain: None  
Passed.

### **Chamber Update to the Council**

Lauri Lyerla, Neosho Chamber Director, addressed the council and updated them on the past year.

### **APPOINTMENTS AND VACANCIES**

Councilwoman Thomas made a motion to approve the Board of Adjustments appointment of Christopher Lewis as an alternate seat and Planning/Zoning Commission resignation of Phillip Thompson and appointment of Christopher Lewis; Councilwoman Humphrey seconded.

Roll call vote:  
Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans  
No: None  
Abstain: None  
Passed.

### **Board of Adjustments (Alternate Seat)**

#### ***1. Christopher Lewis Request for Appointment***

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### **Enhanced Enterprise Zone Board**

- 1. Rick Wallace Request for Appointment for Newton County Commission*

### **Golf Course Board**

- 1. Cody Bishop*

### **Planning and Zoning Commission**

- 1. Phillip Thompson Resignation Request*
- 2. Christopher Lewis Request for Appointment*

## **REPORT OF CITY OFFICERS**

### **May Financial Reports**

Finance Director Forest addressed council and updated them on the May Financials.

### **Celebrate Neosho 2026**

Public Information Officer and Events Coordinator, Jessica Johnson, addressed the council and updated them on Celebrate Neosho 2026.

### **Morse Park Walking Trail Bridge**

Parks Director Balls addressed the council and updated them on the Morse Park walking trail bridge.

### **Scenic Park Ribbon Cutting**

Kenny Balls addressed the council and informed them of the Scenic Park Pavillion and Restroom Ribbon Cutting Friday at 10 a.m.

### **Life-Saving Event - PD**

Police Chief Russell addressed the council regarding a life-saving event performed by his officers over the previous weekend.

### **Update on Storm Damages**

City Manager Kennedy and City Clerk Wright updated council on the storm damages from the June 8th and June 14th storms.

## **ADJOURN**

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

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

Roll call vote:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None

Abstain: None

Passed.

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Mayor Workman adjourned the June 16th Council Meeting at 8:04 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

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Mayor

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City Clerk

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**REQUESTED COUNCIL MEETING DATE:** June 16, 2026

**ITEM: Bill No. 2026-37: Request for Rezoning of property located at Washington Ave and Main Ave from R-2, Second Dwelling House District to R-3, Apartment House District.**

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**ORIGINATING DEPARTMENT:** Development Services Department

**ATTACHMENT:**

1. Bill No. 2026-37 Approving Rezoning of Washington Main - Reyes Investment - R-3
  2. WashingtonAve0001
  3. Reyes Investments Main St-Washington Ave Newspaper Ad
  4. P&Z Minutes 06-09-26
- 

**PURPOSE:**

Reyes Investment LLC has requested to re-zone the property from R-2, Second Dwelling House District to R-3, Apartment House District.

**BACKGROUND:**

Reyes Investment LLC has requested to re-zone this property from R-2, Second Dwelling House District to R-3, Apartment House District with the plan to build a 3-Plex town house.

**RECOMMENDATION:**

Staff recommends approval due to there being R-2, Second Dwelling House District and M-1, Light Industrial District in the direct area.



**AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located on Washington Avenue and Main Street, Neosho, Missouri, as requested by the owner, Reyes Investment, LLC, a Missouri limited liability company, from a District “R-2,” Second Dwelling House District to a District “R-3,” Apartment House District.**

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Reyes Investment, LLC, a Missouri limited liability company, to rezone property located at Washington Avenue and Main Street, Neosho, Missouri, from a District “R-2,” Second Dwelling House District to a District “R-3,” Apartment House District for property legally described as:

*See the Legal Description in Exhibit “A”*

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 Washington Avenue and Main Street, Neosho, Missouri, as requested by the owner, Reyes Investment, LLC, a Missouri limited liability company, from a District “R-2,” Second Dwelling House District to a District “R-3,” Apartment House District for the property legally described as follows:

*See the Legal Description in Exhibit “A”*

**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.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

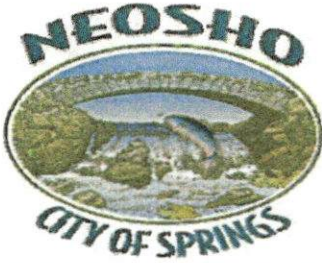
SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

EXHIBIT A

Tract 2 All of Lots 9, 10, 11 and 12 in Block 27 in Neosho City, now a part of the City of Neosho, Newton County, Missouri, EXCEPT 62 feet squarely off the South end of the said Lots 9, 10, 11 and 12 in Block 27 in Neosho City, all according to the recorded plat thereof.



## Planning and Zoning Department

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

# PLANNING AND ZONING APPLICATION

### PROJECT TITLE & TYPE

- |                                                       |                                                   |
|-------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Preliminary Plat / Site Plan | <input type="checkbox"/> Vacation of Right-of-Way |
| <input type="checkbox"/> Special Use Permit           | <input type="checkbox"/> Board of Adjustments     |
| <input checked="" type="checkbox"/> Rezoning          | <input type="checkbox"/> Vacation of Easement     |
| <input type="checkbox"/> Final Plat / Site Plan       | <input type="checkbox"/> Other _____              |

### INFORMATION

| APPLICANT            |                           | PROJECT                                                                   |
|----------------------|---------------------------|---------------------------------------------------------------------------|
| Name                 | <u>Francisco E. Reyes</u> | <u>16-6.0-13-004-038-002-000</u>                                          |
| Address              | <u>17825 Medina Ln</u>    | Project Location <u>corner of Washington <sup>Cave</sup> and Main St.</u> |
| Phone                | <u>419-800-6730</u>       | Existing Use <u>Vacant Lot</u>                                            |
| Contact Person Name  | <u>Maria Medina</u>       | Proposed Use <u>3plex Townhouse</u>                                       |
| Contact Person Phone | <u>419-800-6730</u>       | Existing Zone <u>Residential</u>                                          |
|                      |                           | Proposed Zone <u>R-3 Zone</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.

[Signature]  
Signature of Owner

05/05/2026  
Date

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Date

#### Staff Use Only

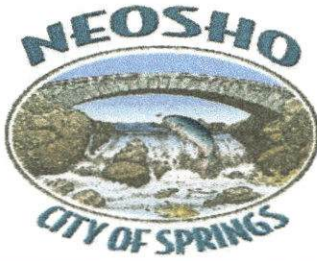
Application Accepted...

Date 5/18/2026

Time 14:18

By [Signature]

- |                                                                 |
|-----------------------------------------------------------------|
| <input type="checkbox"/> Application Fee Received               |
| <input type="checkbox"/> Deed Attached                          |
| <input type="checkbox"/> Parcel Map Attached                    |
| <input type="checkbox"/> Property Owners Within 200 Ft Attached |
| <input type="checkbox"/> Publication Fee Received               |



## Planning and Zoning Department

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

# PLANNING AND ZONING APPLICATION

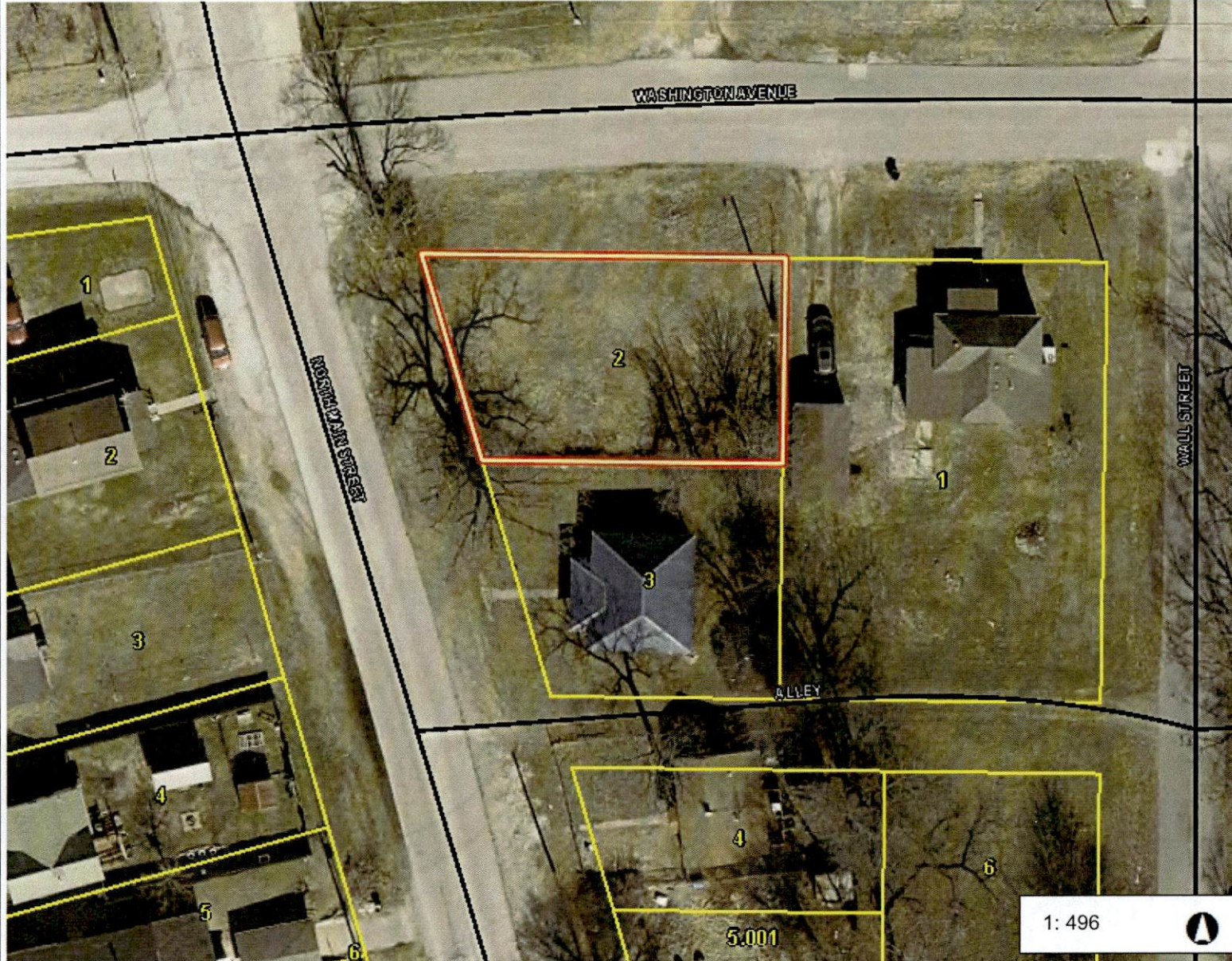
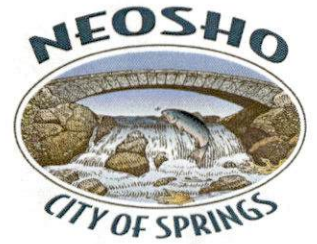
Neighboring property owners, within 200 feet of property proposed to be rezoned :

| NAME | STREET ADDRESS-MAILING ADDRESS (if different) | PARCEL NUMBER |
|------|-----------------------------------------------|---------------|
|      | 1117 N Main ave.                              |               |
|      | 1109 N Main ave.                              |               |
|      | 1101 N Main ave                               |               |
|      | 502 Grant ave.                                |               |
|      | 501 Washington ave.                           |               |
|      | 1101 Commercial St.                           |               |
|      | 1105 Commercial St.                           |               |
|      | 1109 Commercial St.                           |               |
|      | 1115 Grant ave                                |               |
|      | 1119 Commercial St                            |               |
|      | 1121 Commercial St.                           |               |
|      | 1202 N Main ave.                              |               |
|      | 1206 N Main ave.                              |               |
|      | 1211 Commercial St.                           |               |
|      | 1203 N Main ave                               |               |
|      | 500 Washington ave                            |               |
|      | 1208 Wall St.                                 |               |
|      | 1205 N Main ave                               |               |
|      | 1209 N Main ave                               |               |
|      | 424 Washington ave                            |               |
|      | 412 Washington ave.                           |               |
|      | 410 Washington ave                            |               |
|      | 406 Washington ave                            |               |
|      | 419 Washington ave                            |               |
|      | 413 Washington ave                            |               |
|      | 411 Washington ave.                           |               |
|      | 409 Washington ave                            |               |

Area map: This application must include a map showing all lots, streets and alleys in the area requested to be rezoned and the surrounding area within at least 300 feet. Map scale shall be one inch = 100 feet.



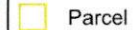
# Neosho, MO



## Legend

### Neosho Streets

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



Parcel

Parcel Number/Acres

### Land Hook

- DASHED LAND HOOK
- SOLID LAND HOOK

1: 496



82.7 0 41.35 82.7 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes



# Neosho, MO



## Legend

- Zoning**
- AG
  - R-1
  - R-2
  - R-3
  - C-0
  - C-1
  - C-2
  - C-3
  - M-1
  - M-2
  - RD-1
  - RV
- TIF**
- Big Springs CID
  - Historic District
  - Parcel
- Parcel Number/Acres**
- Land Hook**
- DASHED LAND HOOK
  - SOLID LAND HOOK

## Notes

173.4 0 86.72 173.4 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.  
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Recording Date/Time: 01/30/2026 at 02:10:01 PM

Book: 375

Page: 678

Instr #: 202600692

Type: WD

Pages: 2

Fee \$27.00 \$ 20260000601

Jennifer A Childers  
Recorder of Deeds

#132225

Space Above Reserved for Recorder of Deeds

**MISSOURI  
Corporation Warranty Deed**

***This Indenture***, Made on this 30th day of January, 2026, by and between The Canopy Church a/k/a The Canopy, a corporation, duly organized under the laws of the State of Missouri of the County of Newton, State of Missouri, **Grantor**, party of the first part, and Reyes Investment LLC, of the County of Newton, State of Missouri, **Grantee**, party, of the second part,

***(Grantee mailing address of the said first name grantee is***

17825 Medina LN Neosho MO 64850

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of TEN DOLLARS, to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said party of the second, its, heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Newton and State of Missouri to wit

**Tract 1**

Part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 25, Range 31, in the City of Neosho, Newton County, Missouri, described as beginning 183 feet North of the Northeast corner of Block 8 of McCord's Addition, thence North 50 feet, thence West 156 feet, thence South 50 feet, thence East 156 feet to the point of beginning

**Tract 2**

All of Lots 9, 10, 11 and 12 in Block 27 in Neosho City, now a part of the City of Neosho, Newton County, Missouri, EXCEPT 62 feet squarely off the South end of the said Lots 9, 10, 11 and 12 in Block 27 in Neosho City, all according to the recorded Plat thereof

**TO HAVE AND TO HOLD**, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto their heirs and assigns forever, the said The Canopy Church a/k/a The Canopy hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that it has good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims, and that The Canopy Church a/k/a The Canopy will warrant and defend the title of the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

**IN WITNESS WHEREOF**, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written



THE CANOPY CHURCH A/K/A THE CANOPY, A NONPROFIT CORPORATION

Jeremie A. Bridges  
Jeremie A. Bridges, President

Marshall M. Bales  
Marshall M. Bales, Secretary

State of Missouri

)  
) ss.

County of Newton

On this the 30th day of January, 2026, before me appeared Jeremie A. Bridges and Marshall M. Bales to me personally known, who being by me duly sworn, did say that he is the , President and , Secretary of The Canopy Church a/k/a The Canopy, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jeremie A. Bridges, President and Marshall M. Bales, , Secretary acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Neosho, Missouri, the day and year last above written.

My commission expires: May 16, 2026

Lauren E. Davis  
Notary Public within and for said County and State

Lauren E. Davis  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires: 05/16/2026  
Commission # 14886129

Date: 5/18/2026 Department: **DEVELOPMENT SERVICES**

| DESCRIPTION        | CODE | AMOUNT   |
|--------------------|------|----------|
| BUILDING PERMITS   | BP   | \$50.00  |
| WATER TAPS         | WT   |          |
| SEWER SADDLE       | SW   |          |
| LICENSE FEE        | OL   |          |
| PLANNING & ZONING  | PZ   | \$200.00 |
| STREET CUT DEPOSIT | C2   |          |
|                    |      |          |
|                    |      |          |
| Reyes Investments  |      |          |
| Rec 68035          |      |          |
| Re Zoning          |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
| TOTAL REMITTANCE   |      | \$250.00 |

City of Neosho  
203 E Main

00669060  
05/18/2026  
1:42 PM

000000

|                          |        |
|--------------------------|--------|
| CR                       | 250.00 |
| BP                       |        |
| Building Permits-REYES I |        |
| NVESTMENTS               | 50.00  |
| PZ                       |        |
| Planning & Zoning Fees-R |        |
| EYES INVESTMENTS         | 200.00 |

Total:250.00

|                     |      |
|---------------------|------|
| Cash Amount:0.00    |      |
| Change              | 0.00 |
| Check Amount:250.00 |      |
| 1266                |      |
| Credit Card:0.00    |      |

### On Line Pay

**Cash Remitted**

## Checks

## Credit Cards

**Deposit Total**

REPAIRED BY

Nancy Tomlinson

5/18/2026

CASHER:

Anna Bloch

[illegible]

CR

Finance Number

**\$0.00**

CK #

Amount

### Purpose

## Receipt

REYES INVESTMENT LLC

PH. 479-800-6730  
17825 MEDINA LN.  
NEOSHO, MO 64850

81-87/829

1266



PAY TO  
THE ORDER OF

**ARVEST**  
City of Neosho

DATE 5/18/26

\$ 250.00

two hundred fifty 00

DOLLARS

Host  
Reactive  
ink

**ARVEST**

BANK arvest.com

MEMO rezoning (Washington Ave)

180829008721 1266 004408956210

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HOST-REACTIVE INK. DETAIL ON BACK

**City of Neosho**

68035

203 E. MAIN · NEOSHO, MO 64850  
(417) 451-8050 · FAX (417) 451-8065

DATE

May 18, 2026

NAME:

Reyes Investment

ADDRESS:

17825 Medina Lane

AMOUNT PAID: \$

250.00

DIRECT DEPOSIT ☐

CHECK ☒

# 1266

CREDIT CARD ☐

CASH ☐

FOR

Rezoning  
Washington Ave  
Washington/main

| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
|-----------|--------|-----------|--------|
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |

by

*[Signature]*

## Notice of Public Hearing

### Planning and Zoning Public Hearing

June 9<sup>th</sup>, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

### City Council Public Hearing

June 16<sup>th</sup>, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the rezoning of property near North Main Street and Washington Avenue from R-2, Second Dwelling House District to R-3, Apartment House District described as:

Tract 2 All of Lots 9, 10, 11 and 12 in Block 27 in Neosho City, now a part of the City of Neosho, Newton County, Missouri, EXCEPT 62 feet squarely off the South end of the said Lots 9, 10, 11 and 12 in Block 27 in Neosho City, all according to the recorded plat thereof.

Inquiries please contact:

Tim Lewis

City of Neosho

Development Services Department

(417) 451-8050



**MINUTES**  
**REGULAR SESSION – PLANNING AND ZONING COMMISSION**  
**June 9th, 2026**

**CALL TO ORDER**

*The meeting was called to order by Sam Major at 6:00pm.*

**ROLL CALL**

*Commissioners Present were Sam Major, Bobbi Lee, Bret Smith, Richard Davidson, and Dudley Zerbel.*

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

*A motion to accept the minutes of the regular session of May 12th, 2026, was made by Bobbi Lee and seconded by Bret Smith. The motion passed unanimously.*

**OLD BUSINESS**

None

**NEW BUSINESS**

1. Consider an application for a final plat that would contain 5 lots near Baxter Street and Hickory Avenue.

*Timothy Lewis presented the application and supporting materials to the committee, explaining that the 5 lots will be Residential 1 Zoning. All utility lines will be private, and each home will have private driveways. There will be no public roads in this development. An engineered stormwater plan was also presented. An updated plat showed the location of the driveways associated with each lot.*

*Commissioner Major made a motion to approve the plat as presented. Commissioner Dudley Zerbel seconded the motion, and it passed unanimously.*

2. Consider an application for annexation and requested R-2 zoning of property near Industrial Drive and Lusk Drive.

*Timothy Lewis presented the application and supporting materials to the committee, explaining the 5 acres to be annexed. The property if annexed would need to be zoned R-2 due to the developer wanting to build single family homes along with duplex units on the property.*

*Commissioner Sam Major made a motion to approve the annexation and zoning at R-2 as presented. Commissioner Bobbi Lee seconded the motion, and it passed unanimously.*

3. Consider an application for re-zoning of property located at Washington Ave and Main Ave from R-2, Second Dwelling House District to R-3, Apartment House District.

*Commissioner Bobbi Lee had questions about an abandoned foundation on the property. It was determined that the foundation in question was not located on the*

*property up for discussion. Commissioner Sam Major made a motion to approve the re-zoning from R-2 to R-3 as presented. Commissioner Smith seconded the motion, and it passed unanimously.*

**ADJOURN:**

**A motion to adjourn was made by Commissioner Sam Major and Seconded by Commissioner Bobbi Lee, and the meeting was adjourned at 6:13 p.m. by a unanimous vote.**

---

**REQUESTED COUNCIL MEETING DATE:** June 16, 2026

**ITEM:** Bill No. 2026-38: Final Plat/Re-plat of Baxter Addition

---

**ORIGINATING DEPARTMENT:** Development Services Department

**ATTACHMENT:**

- 1. Bill No. 2026-38 Approving Final Plat of Baxter Addition**
  - 2. Baxter Addition GIS map**
  - 3. hickorybaxterst (1) (1) (1)**
  - 4. Scan\_20260428\_160308 (2) (1)**
  - 5. baxteraddition(1) (1)**
  - 6. P&Z Minutes 06-09-26**
- 

**PURPOSE:**

The purpose of this item is to consider a request for approval of a final plat for property located at the corner of Baxter Street and Hickory Avenue.

**BACKGROUND:**

Mr. Abraham Laughlin has submitted a final plat for review and approval. The property is located at the intersection of Baxter Street and Hickory Avenue and consists of five (5) single family residential lots.

The lots are zoned Residential-1 and meet all minimum lot requirements.

All utilities for the development will be privately maintained and extended from existing mains. Each lot is designed to have individual driveway access, which is depicted on the submitted plat.

No public streets are proposed as part of this development.

An engineered stormwater management plan has been submitted demonstrating how runoff from the development will be appropriately handled.

This has been heard by the Planning and Zoning Commission and recommended for approval.

**RECOMMENDATION:**

Staff recommends approval of the final plat as submitted.

**AN ORDINANCE of the City of Neosho accepting and approving the Final Plat for the partial replat of the Baxter Addition at Baxter Street and Hickory Street, as to Lots 1-5 within the City of Neosho, Newton County, Missouri, hereinafter described.**

WHEREAS, having referred the subject of this matter to the Planning and Zoning Commission and after due notice a hearing was held on June 9, 2026, and having received a favorable recommendation thereof; and

WHEREAS, after a public hearing by the City Council for the City of Neosho on June 16, 2026, the public was allowed comment on the submitted Final Plat.

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

**Section 1.** That the Final Plat for the partial replat of the Baxter Addition at Baxter Street and Hickory Street, as to Lots 1-5, within the City of Neosho, Newton County, Missouri, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit “A”, be and the same is hereby approved.

**Section 2.** This ordinance shall be in effect upon final passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

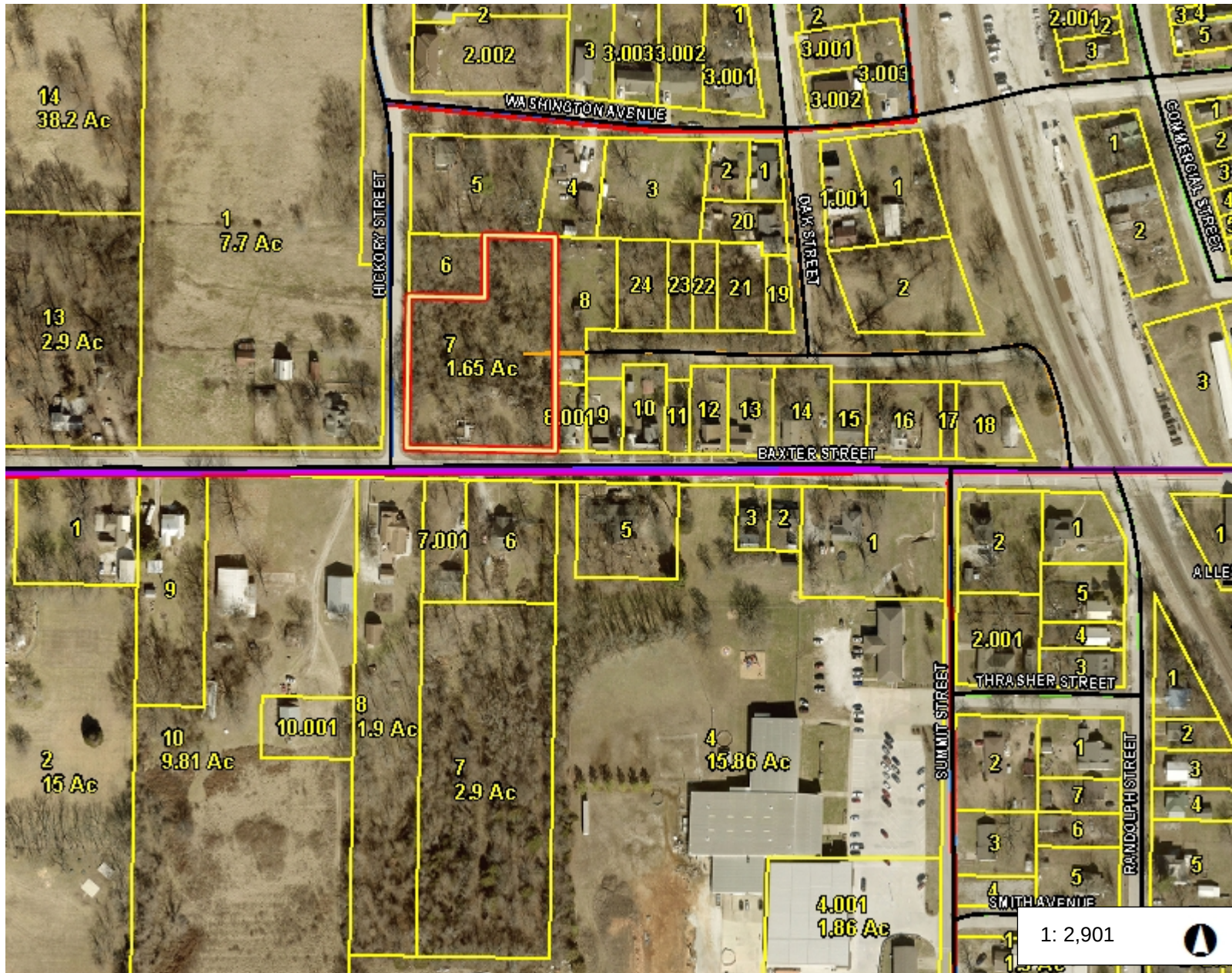
APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

# Neosho, MO



## Legend

### Neosho Streets

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

### EM Snow Route

Failed

Poor

Fair

Good

Very Good

Edit Road Rating

### 2018 Street Maintenance

Maintenance

SurfaceWork

Other

### 2019 Street Maintenance

Maintenance

SurfaceWork

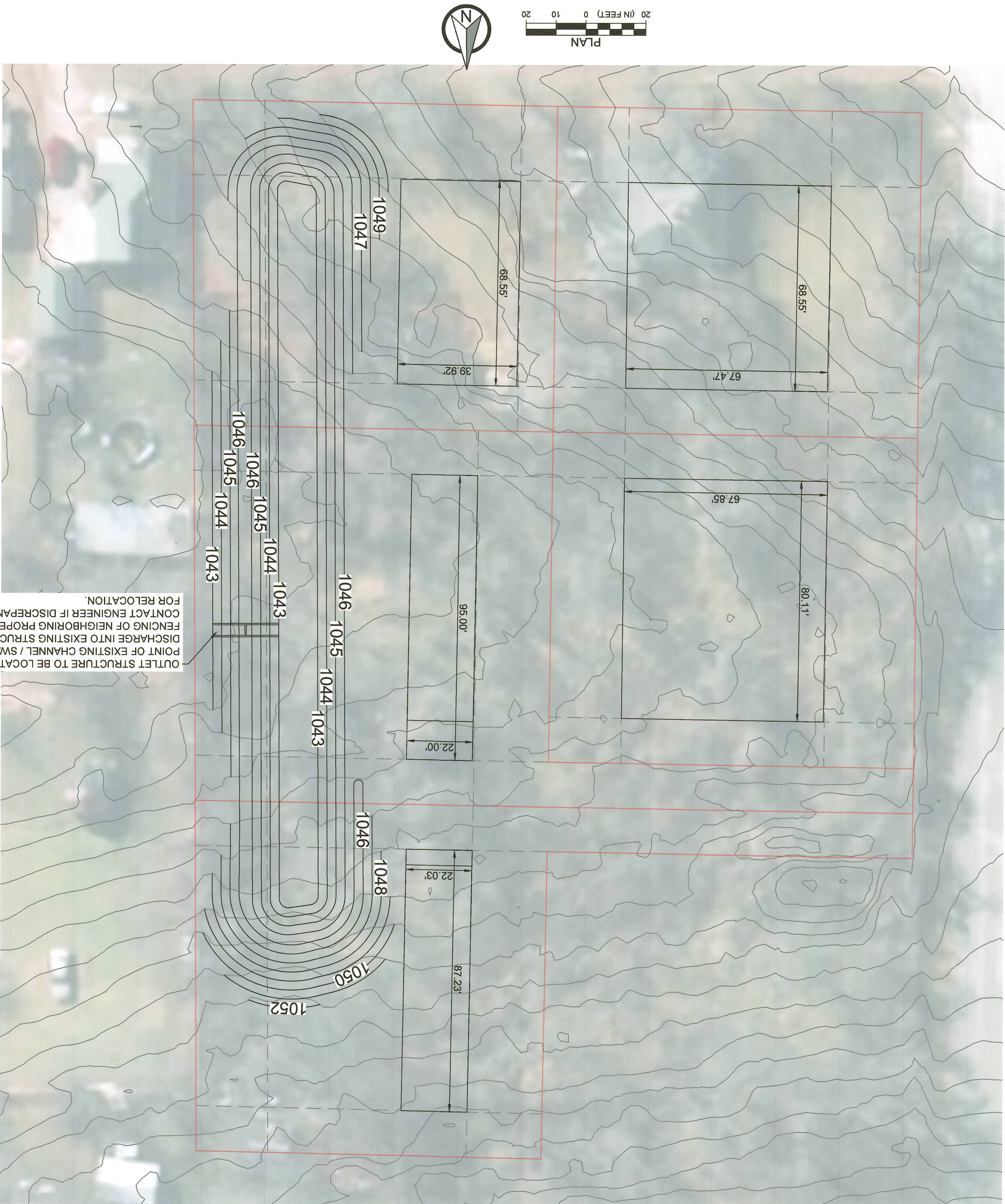
Other

## Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

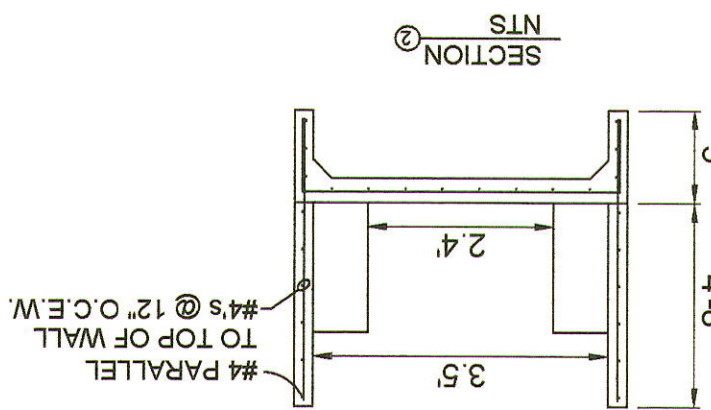
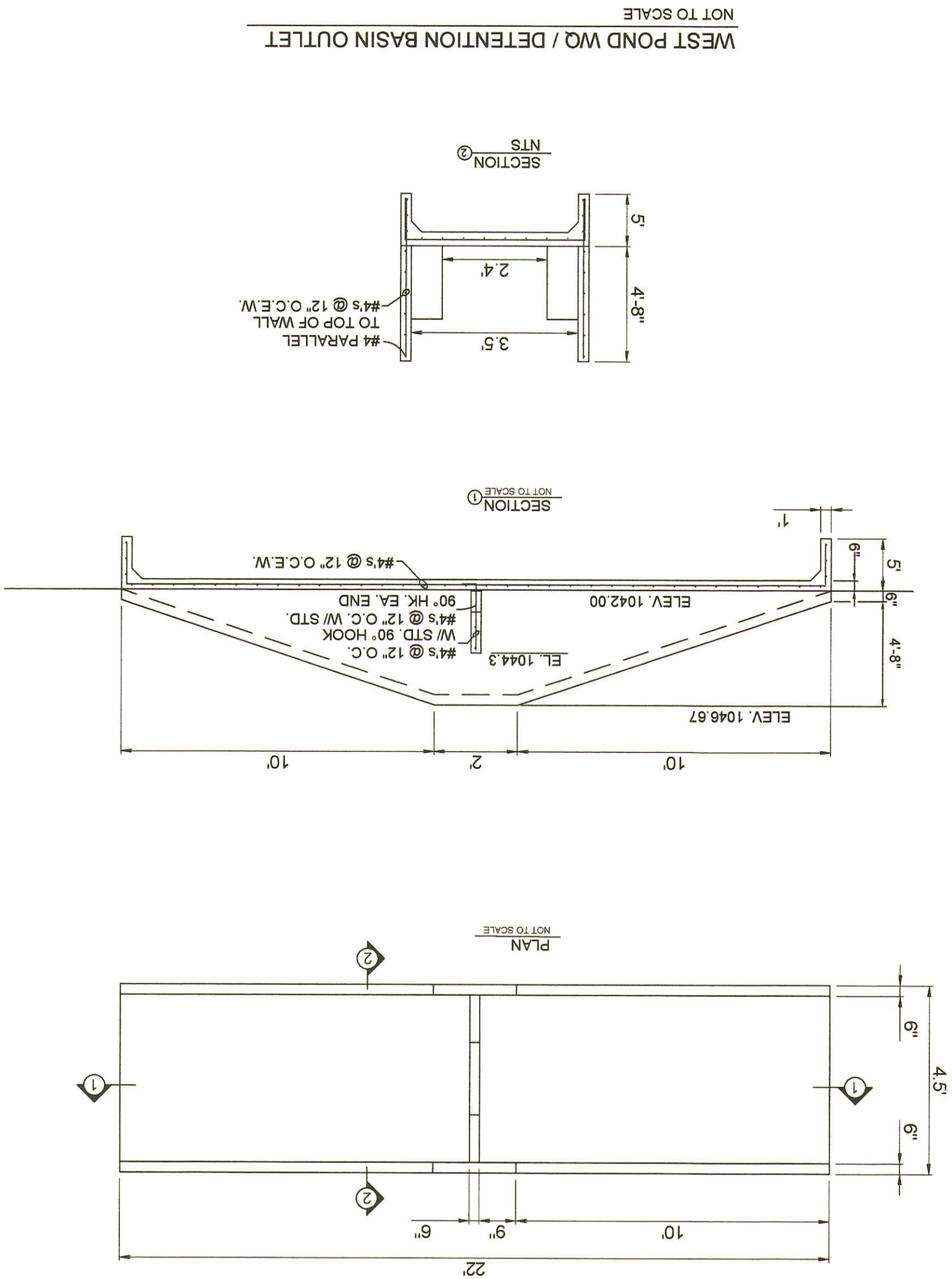




NOTES:

DETENTION POND LOCATION AND OUTFALL IS ESTIMATED BASED ON SUBBASIN CONTOURS ONLY AND DOES NOT INCLUDE FINAL LOCATIONS OF PROPOSED PROPERTY LINES OR RESIDENTIAL HOMES. POND LOCATION AND SIZING SHOULD BE COORDINATED WITH PROPOSED HOMES BEFORE BEGINNING CONSTRUCTION. CONTACT ENGINEER IF DISCREPANCY OCCURS.

BOUNDARY AND PROPOSED PROPERTY LINES ARE ESTIMATED BASED ON INFORMATION PROVIDED BY DEVELOPER AND SHOULD BE VERIFIED BEFORE CONSTRUCTION TO ENSURE THERE IS NO ENCROACHMENT ONTO NEIGHBORING PROPERTIES.



WEST POND WQ / DETENTION BASIN OUTLET

NOT TO SCALE



**EX-1**  
DETENTION POND  
LAYOUT

PROJECT NUMBER:  
250106  
DATE:  
12/02/2025

**5 LOT DETENTION POND**

ABRAHAM LAUGHLIN  
HICKORY ST AND BAXTER ST  
NEOSHO, NEWTON, MISSOURI

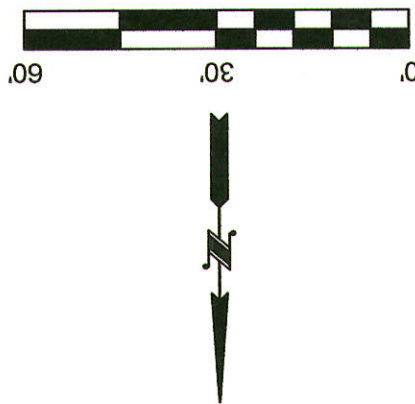
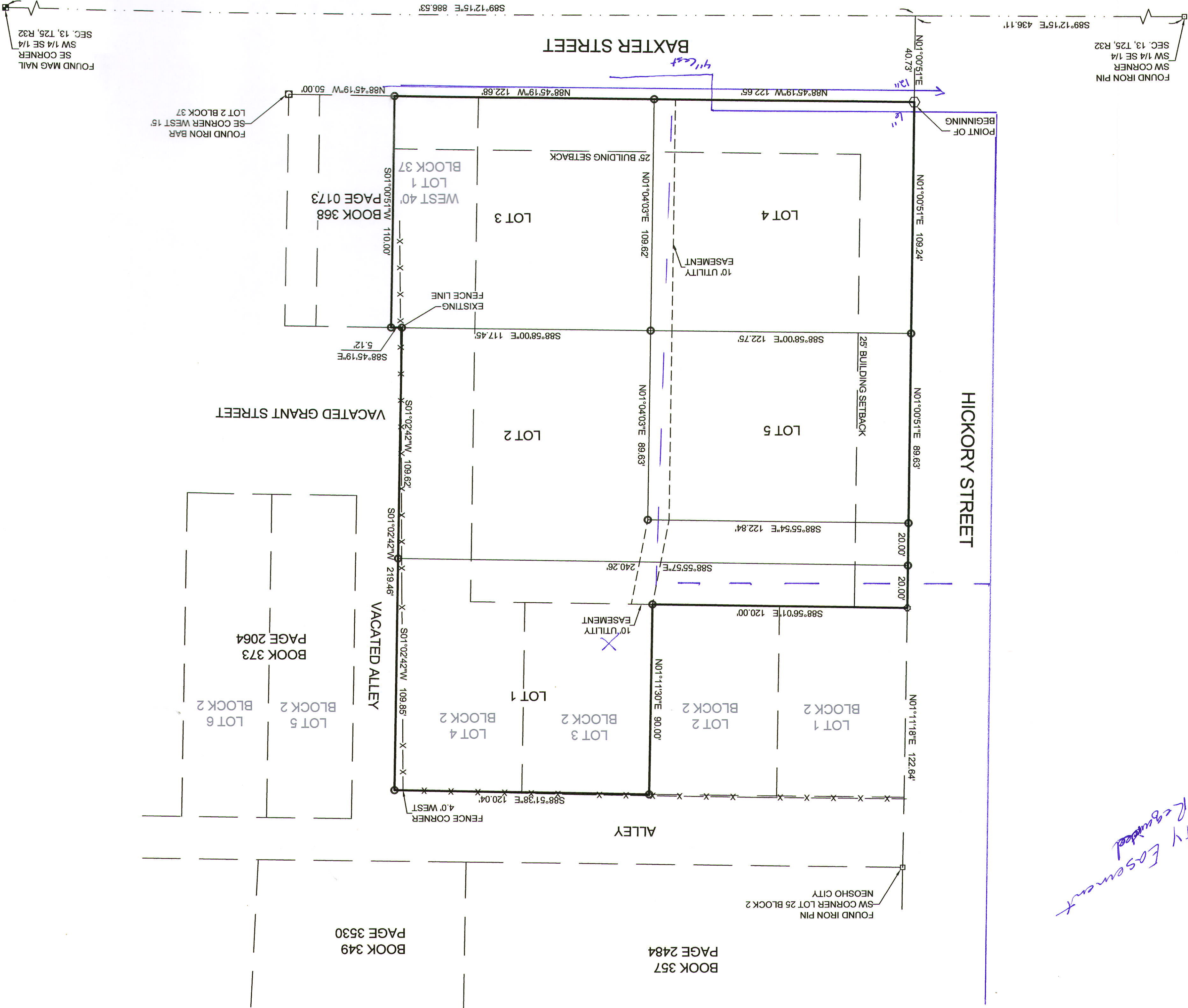
| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

APPROVAL OF ALTERNATE CONSTRUCTION



PRELIMINARY PLAT OF  
BAXTER ADDITION  
PARTIAL RE-PLAT OF BLOCK 2 & 37 IN NEOSHO CITY  
CITY OF NEOSHO, NEWTON COUNTY, MISSOURI



- LEGEND
- FOUND BOLT
  - ⊗ FOUND AXLE
  - ⊙ FOUND IRON BAR
  - ⊕ SET IRON PIN
  - ⊞ FOUND IRON PIN

PLANNING & ZONING APPROVAL  
APPROVED BY THE PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2026.

CHAIRMAN

SURVEYORS CERTIFICATE  
I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.  
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 23<sup>RD</sup> DAY OF MARCH 2026.  
BRIAN A. ATNIP, LS 2008000859

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

|                        |            |            |
|------------------------|------------|------------|
|                        | SCALE      | I=30'      |
|                        | SHEET      | 1 OF 1     |
|                        | DATE       | 12/18/2025 |
|                        | APPROVED   | BAA        |
| DATE                   | 12/18/2025 |            |
| DRAWN                  | JPM        |            |
| DATE                   | 12/18/2025 |            |
| ABRAHAM LAVOGLIN       |            |            |
| PH 417.623.2525        |            |            |
| 2224 S. MAIN ST.       |            |            |
| JOPLIN, MO 64804       |            |            |
| www.MJSurveyingLLC.com |            |            |
| PROJECT # 25521        |            |            |
| NEWTON COUNTY, MO.     |            |            |
| CITY OF NEOSHO         |            |            |
| SEC. 13, T2S, R32      |            |            |
| PART OF SW 1/4 SE 1/4  |            |            |

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

NOTES  
NO UTILITIES SHOWN AS A PART OF THIS SURVEY  
ALL PROPERTY PINS TO BE SET WITHIN ONE YEAR OF THE FILING OF THIS PLAT.  
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

FLOOD NOTE  
BY GRAPHIC FLOODING ONLY. THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 229145C0169E, WHICH BEARS AN EFFECTIVE DATE OF 11/26/2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

SUBDIVISION INFORMATION  
TOTAL ACRES: 1.6  
TOTAL NUMBER OF LOTS: 5  
MAXIMUM LOT SIZE: 15613 S.F.  
MINIMUM LOT SIZE: 11000 S.F.  
AVERAGE LOT SIZE: 13213 S.F.

SOURCE DOCUMENTS  
BOOK 2701 PAGE 51

TYPE OF SURVEY  
ORIGINAL

CLASS OF PROPERTY  
URBAN

BASES OF BEARINGS  
BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

DESCRIPTION  
ALL THAT PART OF THE SOUTHWEST (SW1/4) OF THE SOUTHEAST (SE1/4) OF SECTION 13, TOWNSHIP 2S, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
SOUTHWEST QUARTER OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER A DISTANCE OF 436.11 FEET.  
OF THE SOUTHWEST QUARTER A DISTANCE OF 436.11 FEET.  
THE NORTH RIGHT OF WAY LINE OF BAXTER STREET AND THE EAST RIGHT OF WAY LINE OF HICKORY STREET THE POINT OF BEGINNING.  
THENCE CONTINUING ALONG EAST RIGHT OF WAY LINE OF HICKORY STREET 100.51 FEET A DISTANCE OF 238.87 FEET TO THE SOUTHWEST CORNER OF LOT 1 BLOCK 2.  
THENCE S88°56'01"E ALONG THE SOUTH LINE OF LOTS 1 & 2 BLOCK 2 A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 3.  
THENCE N01°11'30"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 90.00 FEET TO THE NORTHWEST CORNER OF LOT 3 BLOCK 2.  
THENCE S88°51'38"E ALONG SAID NORTH LINE OF LOT 3 AND LOT 4 BLOCK 2 A DISTANCE OF 120.04 FEET TO THE NORTHEAST CORNER OF LOT 4 BLOCK 2.  
THENCE S01°04'21"W ALONG THE EAST LINE OF SAID LOT 4 BLOCK 2 A DISTANCE OF 219.46 FEET TO THE SOUTH LINE OF VACATED GRANT STREET.  
THENCE ALONG THE SOUTH LINE VACATED GRANT STREET S88°46'19"E A DISTANCE OF 5.12 FEET.  
THENCE S01°00'51"W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BAXTER STREET.  
THENCE N88°45'19"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 245.33 FEET TO THE POINT OF BEGINNING.



# NEOSHO

## DEVELOPMENT SERVICES

### PLANNING AND ZONING APPLICATION

#### PROJECT TITLE & TYPE

- |                                                                 |                                                   |
|-----------------------------------------------------------------|---------------------------------------------------|
| <input checked="" type="checkbox"/> Preliminary Plat/ Site Plan | <input type="checkbox"/> Vacation of Right-of-Way |
| <input type="checkbox"/> Special Use Permit                     | <input type="checkbox"/> Board of Adjustments     |
| <input type="checkbox"/> Rezoning                               | <input type="checkbox"/> Vacation of Easement     |
| <input type="checkbox"/> Final Plat/ Site Plan                  | <input type="checkbox"/> Other _____              |

#### INFORMATION

##### APPLICANT

Name: Abraham LaughlinAddress: 27984 Masada Ln Stark City, MOPhone: 417-592-9982Contact Person Name: Abraham LaughlinContact Person Phone: 417-592-9982

##### PROJECT

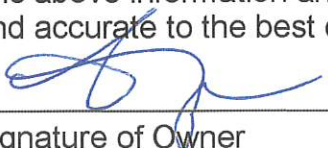
Project Location: 648 Dexter StExisting Use: land onlyProposed Use: residential housing

Existing Zone: \_\_\_\_\_

Proposed Zone: \_\_\_\_\_

#### SIGNATURE OF OWNERS & DATE

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

  
Signature of Owner

Date

4/24/26

Signature of Co-Owner

Date

##### Staff Use ONLY

Application Accepted

Date: 4/24/26

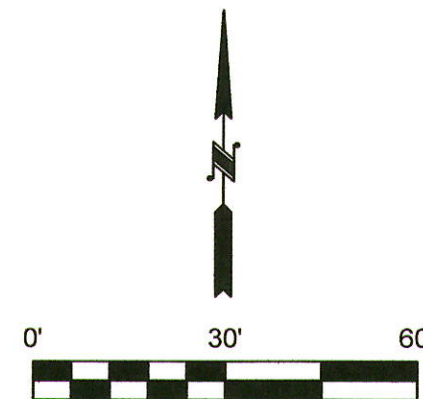
Time: \_\_\_\_\_

By: \_\_\_\_\_

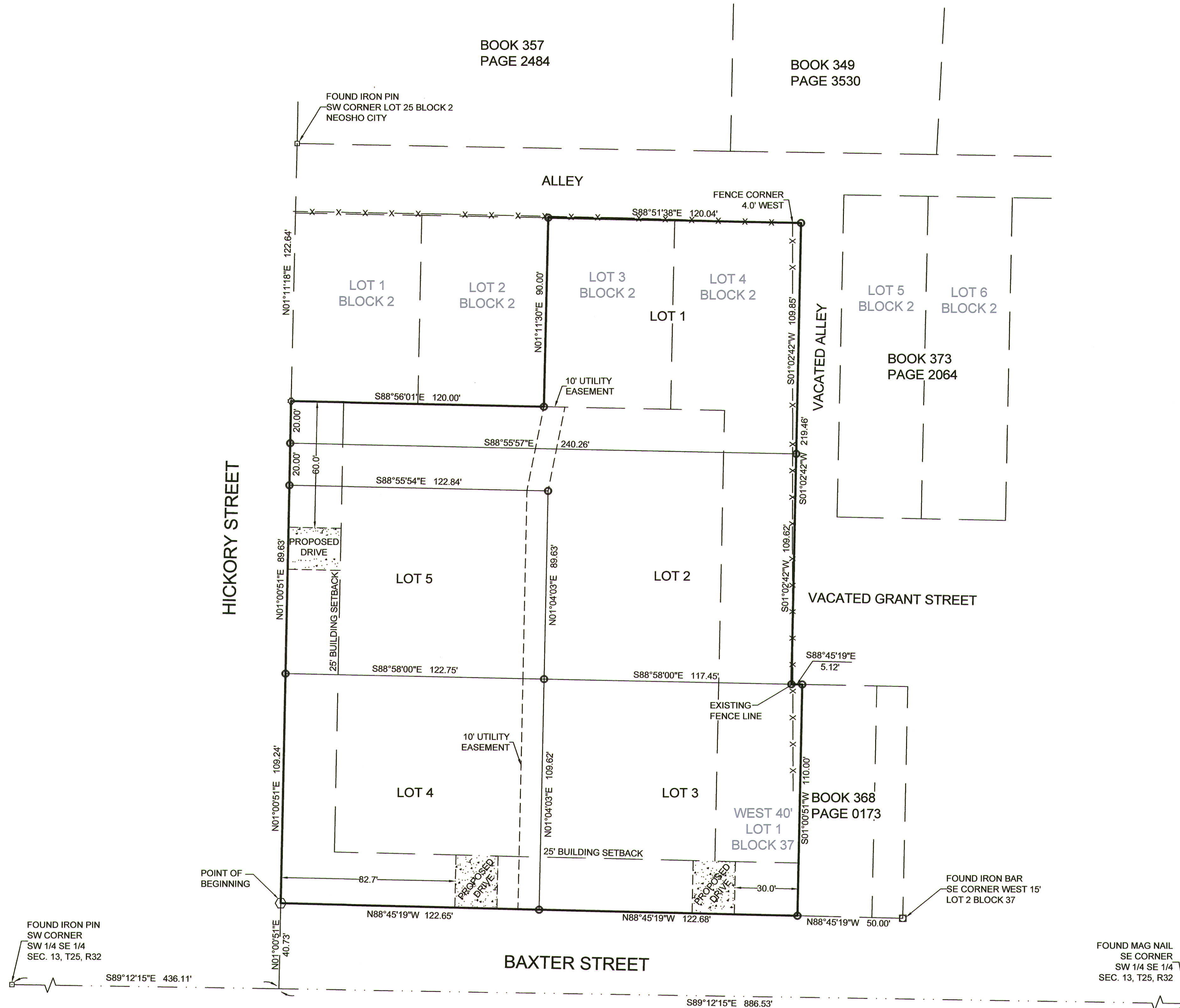
☐ Application Fee Received☐ Deed Attached☐ Parcel Map Attached☐ Property Owners Within 200 ft Attached☐ Publication Fee Received



PRELIMINARY PLAT OF  
**BAXTER ADDITION**  
PARTIAL RE-PLAT OF BLOCK 2 & 37 IN NEOSHO CITY  
CITY OF NEOSHO, NEWTON COUNTY, MISSOURI



- LEGEND**
- FOUND IRON PIN
  - SET IRON PIN
  - FOUND IRON BAR
  - FOUND AXLE
  - FOUND BOLT



**DESCRIPTION**

ALL THAT PART OF THE SOUTHWEST (SW1/4) OF THE SOUTHEAST (SE1/4) OF SECTION 13, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
COMMENCING AT A FOUND IRON PIN BEING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE S89°12'15\"/>

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

**CLASS OF PROPERTY**

URBAN

**TYPE OF SURVEY**

ORIGINAL

**SOURCE DOCUMENTS**

BOOK 2701 PAGE 51

**SUBDIVISION INFORMATION**

TOTAL ACRES: 1.6  
TOTAL NUMBER OF LOTS: 5  
MAXIMUM LOT SIZE: 15613 S.F.  
MINIMUM LOT SIZE: 11000 S.F.  
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**NOTES**

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ALL PROPERTY PINS TO BE SET WITHIN ONE YEAR OF THE FILING OF THIS PLAT.  
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**PLANNING & ZONING APPROVAL**

APPROVED BY THE PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

CHAIRMAN \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 19<sup>TH</sup> DAY OF MAY, 2026.

*Brian A. Atnip*  
BRIAN A. ATNIP LS 2008000899

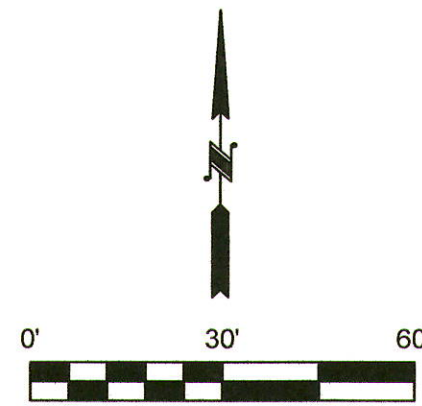
SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2026

|                 |                   |                                                                                                              |  |
|-----------------|-------------------|--------------------------------------------------------------------------------------------------------------|--|
|                 |                   | <b>MJSURVEYING, LLC</b><br>PH 417.623.2525<br>2224 S. MAIN ST.<br>JOPLIN, MO 64804<br>www.MJSurveyingLLC.com |  |
| DRAWN<br>JPM    | DATE<br>3/21/2026 | ABRAHAM LAUGHLIN<br>PART OF SW 1/4 SE 1/4<br>SEC. 13, T25, R32<br>CITY OF NEOSHO<br>NEWTON COUNTY, MO.       |  |
| APPROVED<br>BAA | DATE<br>3/21/2026 | PROJECT # 25521                                                                                              |  |
| SCALE<br>1"=30' | SHEET<br>1 OF 1   |                                                                                                              |  |

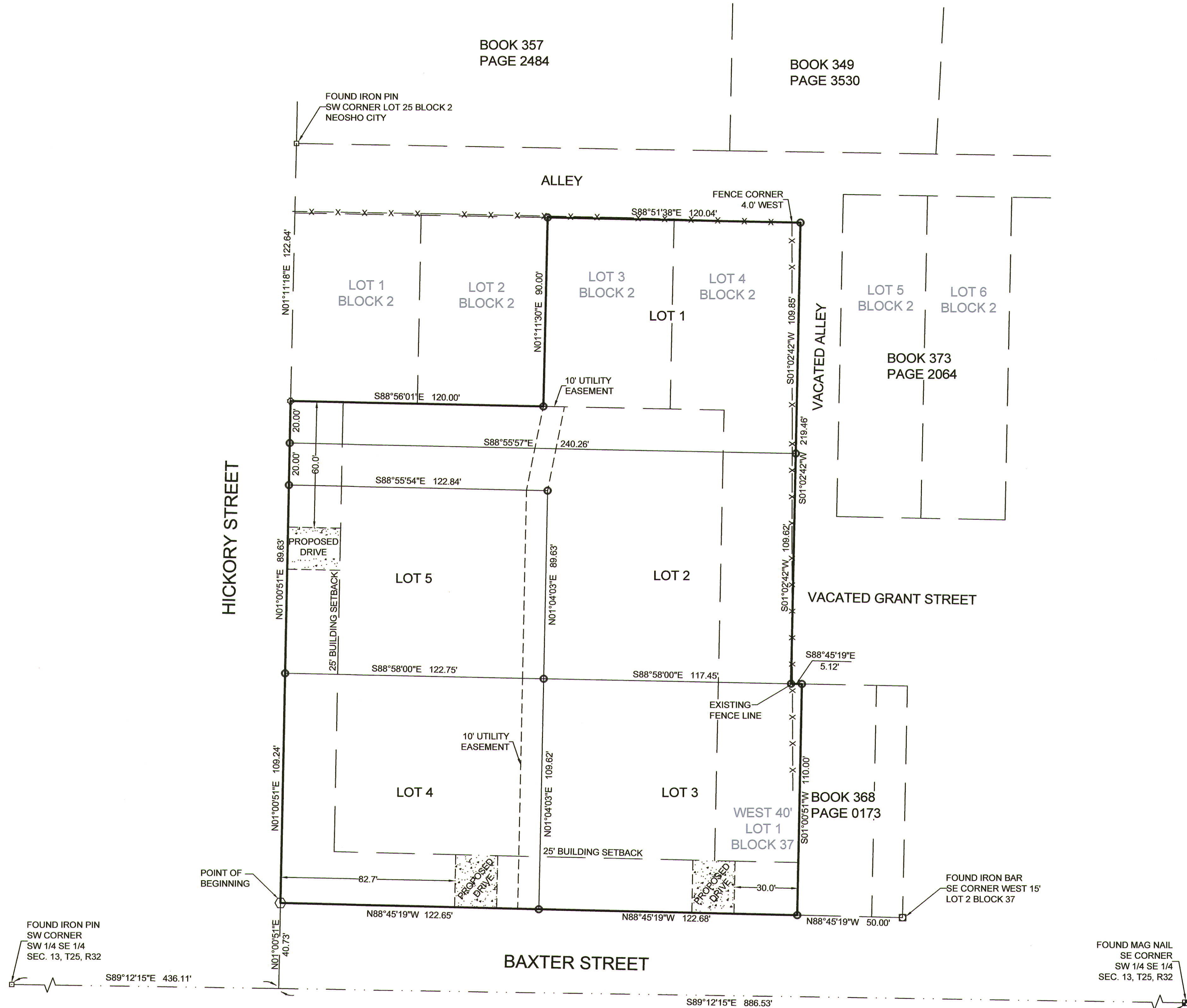


PRELIMINARY PLAT OF  
**BAXTER ADDITION**  
PARTIAL RE-PLAT OF BLOCK 2 & 37 IN NEOSHO CITY  
CITY OF NEOSHO, NEWTON COUNTY, MISSOURI



**LEGEND**

- FOUND IRON PIN
- SET IRON PIN
- FOUND IRON BAR
- FOUND AXLE
- FOUND BOLT



**PLANNING & ZONING APPROVAL**  
APPROVED BY THE PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2026.

CHAIRMAN \_\_\_\_\_

**SURVEYORS CERTIFICATE**

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HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF  
THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS  
19<sup>th</sup> DAY OF MAY, 2026.

*Brian A. Atnip*  
BRIAN A. ATNIP LS 2008000889

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

**DESCRIPTION**

ALL THAT PART OF THE SOUTHWEST (SW1/4) OF THE SOUTHEAST (SE1/4) OF  
SECTION 13, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON  
COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
COMMENCING AT A FOUND IRON PIN BEING THE SOUTHWEST CORNER OF SAID  
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE S89°12'15"E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER  
OF THE SOUTHEAST QUARTER A DISTANCE OF 436.11 FEET;  
THENCE LEAVING SAID SOUTH LINE N01°00'51"E A DISTANCE OF 40.73 FEET TO  
THE NORTH RIGHT OF WAY LINE OF BAXTER STREET AND THE EAST RIGHT OF  
WAY LINE OF HICKORY STREET THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG EAST RIGHT OF WAY LINE OF HICKORY STREET  
N01°00'51"E A DISTANCE OF 238.87 FEET TO THE SOUTHWEST CORNER OF LOT  
1 BLOCK 2;  
THENCE S88°56'01"E ALONG THE SOUTH LINE OF LOTS 1 & 2 BLOCK 2 A  
DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 3;  
THENCE N01°11'30"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF  
90.00 FEET TO THE NORTHWEST CORNER OF LOT 3 BLOCK 2;  
THENCE S88°51'38"E ALONG SAID NORTH LINE OF LOT 3 AND LOT 4 BLOCK 2 A  
DISTANCE OF 120.04 FEET TO THE NORTHEAST CORNER OF LOT 4 BLOCK 2;  
THENCE S01°04'21"W ALONG THE EAST LINE OF SAID LOT 4 BLOCK 2 A  
DISTANCE OF 219.46 FEET TO THE SOUTH LINE OF VACATED GRANT STREET;  
THENCE ALONG THE SOUTH LINE VACATED GRANT STREET S88°45'19"E A  
DISTANCE OF 5.12 FEET;  
THENCE S01°00'51"W A DISTANCE OF 110.00 FEET TO THE NORTH  
RIGHT-OF-WAY LINE OF BAXTER STREET;  
THENCE N88°45'19"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 245.33  
FEET TO THE POINT OF BEGINNING.

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM  
OF 1983 MISSOURI WEST ZONE.

**CLASS OF PROPERTY**

URBAN

**TYPE OF SURVEY**

ORIGINAL

**SOURCE DOCUMENTS**

BOOK 2701 PAGE 51

**SUBDIVISION INFORMATION**

TOTAL ACRES: 1.6  
TOTAL NUMBER OF LOTS: 5  
MAXIMUM LOT SIZE: 15613 S.F.  
MINIMUM LOT SIZE: 11000 S.F.  
AVERAGE LOT SIZE: 13213 S.F.

**FLOOD NOTE**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD  
INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 229145C0169E, WHICH BEARS  
AN EFFECTIVE DATE OF 11/26/2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

**NOTES**

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.  
ALL PROPERTY PINS TO BE SET WITHIN ONE YEAR OF THE FILING OF THIS PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR  
EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS,  
OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND  
CURRENT TITLE SEARCH MAY DISCLOSE.

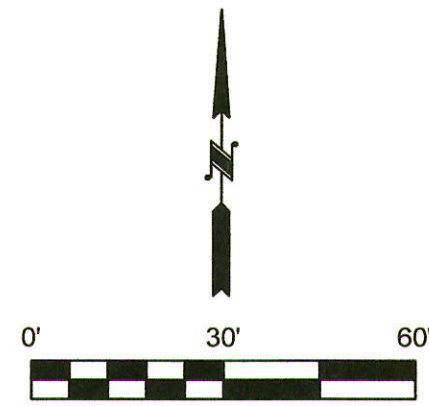
THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN  
ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE  
CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A  
GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO  
THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL  
INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A  
"SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN  
TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2026

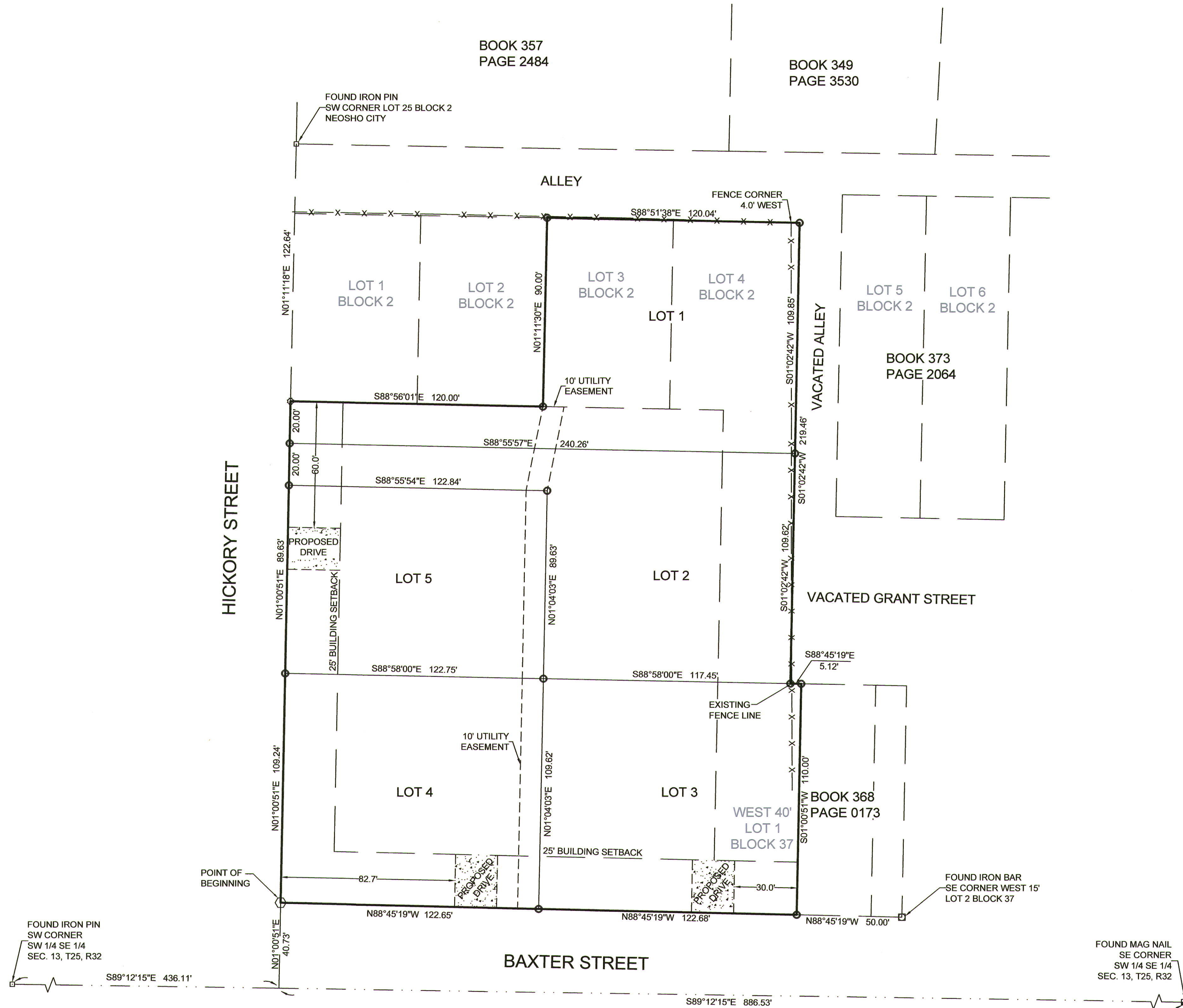
|                 |                   |                                                                                                              |
|-----------------|-------------------|--------------------------------------------------------------------------------------------------------------|
|                 |                   | <b>MJSURVEYING, LLC</b><br>PH 417.623.2525<br>2224 S. MAIN ST.<br>JOPLIN, MO 64804<br>www.MJSurveyingLLC.com |
| DRAWN<br>JPM    | DATE<br>3/21/2026 | ABRAHAM LAUGHLIN<br>PART OF SW 1/4 SE 1/4<br>SEC. 13, T25, R32<br>CITY OF NEOSHO<br>NEWTON COUNTY, MO.       |
| APPROVED<br>BAA | DATE<br>3/21/2026 | PROJECT # 25521                                                                                              |
| SCALE<br>1"=30' | SHEET<br>1 OF 1   |                                                                                                              |



PRELIMINARY PLAT OF  
**BAXTER ADDITION**  
PARTIAL RE-PLAT OF BLOCK 2 & 37 IN NEOSHO CITY  
CITY OF NEOSHO, NEWTON COUNTY, MISSOURI



- LEGEND**
- FOUND IRON PIN
  - SET IRON PIN
  - FOUND IRON BAR
  - FOUND AXLE
  - FOUND BOLT



**PLANNING & ZONING APPROVAL**  
APPROVED BY THE PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2026.

CHAIRMAN \_\_\_\_\_

**SURVEYORS CERTIFICATE**  
I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO  
HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF  
THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS  
19th DAY OF MAY, 2026.

*Brian A. Atnip*  
BRIAN A. ATNIP LS 2008000859

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

**DESCRIPTION**

ALL THAT PART OF THE SOUTHWEST (SW1/4) OF THE SOUTHEAST (SE1/4) OF  
SECTION 13, TOWNSHIP 25, RANGE 32, IN THE CITY OF NEOSHO, NEWTON  
COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:  
COMMENCING AT A FOUND IRON PIN BEING THE SOUTHWEST CORNER OF SAID  
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE S88°12'15"E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER  
OF THE SOUTHEAST QUARTER A DISTANCE OF 436.11 FEET;  
THENCE LEAVING SAID SOUTH LINE N01°00'51"E A DISTANCE OF 40.73 FEET TO  
THE NORTH RIGHT OF WAY LINE OF BAXTER STREET AND THE EAST RIGHT OF  
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N01°00'51"E A DISTANCE OF 238.87 FEET TO THE SOUTHWEST CORNER OF LOT  
1 BLOCK 2;  
THENCE S88°56'01"E ALONG THE SOUTH LINE OF LOTS 1 & 2 BLOCK 2 A  
DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 BLOCK 3;  
THENCE N01°11'30"E ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF  
90.00 FEET TO THE NORTHWEST CORNER OF LOT 3 BLOCK 2;  
THENCE S88°51'38"E ALONG SAID NORTH LINE OF LOT 3 AND LOT 4 BLOCK 2 A  
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RIGHT-OF-WAY LINE OF BAXTER STREET;  
THENCE N88°45'19"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 245.33  
FEET TO THE POINT OF BEGINNING.

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM  
OF 1983 MISSOURI WEST ZONE.

**CLASS OF PROPERTY**

URBAN

**TYPE OF SURVEY**

ORIGINAL

**SOURCE DOCUMENTS**

BOOK 2701 PAGE 51

**SUBDIVISION INFORMATION**

TOTAL ACRES: 1.6  
TOTAL NUMBER OF LOTS: 5  
MAXIMUM LOT SIZE: 15613 S.F.  
MINIMUM LOT SIZE: 11000 S.F.  
AVERAGE LOT SIZE: 13213 S.F.

**FLOOD NOTE**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD  
INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 229145C0169E, WHICH BEARS  
AN EFFECTIVE DATE OF 11/26/2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

**NOTES**

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.  
ALL PROPERTY PINS TO BE SET WITHIN ONE YEAR OF THE FILING OF THIS PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR  
EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS,  
OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND  
CURRENT TITLE SEARCH MAY DISCLOSE.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN  
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CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A  
GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO  
THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL  
INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A  
"SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN  
TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2026

|                        |                   |                                                                                    |
|------------------------|-------------------|------------------------------------------------------------------------------------|
|                        |                   | <b>MJSURVEYING, LLC</b><br>PH 417.623.2525<br>2224 S. MAIN ST.<br>JOPLIN, MO 64804 |
| www.MJSurveyingLLC.com |                   |                                                                                    |
| DRAWN<br>JPM           | DATE<br>3/21/2026 | ABRAHAM LAUGHLIN<br>PART OF SW 1/4 SE 1/4<br>SEC. 13, T25, R32                     |
| APPROVED<br>BAA        | DATE<br>3/21/2026 | CITY OF NEOSHO<br>NEWTON COUNTY, MO.                                               |
| SCALE<br>1"=30'        | SHEET<br>1 OF 1   | PROJECT # 25521                                                                    |



**MINUTES**  
**REGULAR SESSION – PLANNING AND ZONING COMMISSION**  
**June 9th, 2026**

**CALL TO ORDER**

*The meeting was called to order by Sam Major at 6:00pm.*

**ROLL CALL**

*Commissioners Present were Sam Major, Bobbi Lee, Bret Smith, Richard Davidson, and Dudley Zerbel.*

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

*A motion to accept the minutes of the regular session of May 12th, 2026, was made by Bobbi Lee and seconded by Bret Smith. The motion passed unanimously.*

**OLD BUSINESS**

None

**NEW BUSINESS**

1. Consider an application for a final plat that would contain 5 lots near Baxter Street and Hickory Avenue.

*Timothy Lewis presented the application and supporting materials to the committee, explaining that the 5 lots will be Residential 1 Zoning. All utility lines will be private, and each home will have private driveways. There will be no public roads in this development. An engineered stormwater plan was also presented. An updated plat showed the location of the driveways associated with each lot.*

*Commissioner Major made a motion to approve the plat as presented. Commissioner Dudley Zerbel seconded the motion, and it passed unanimously.*

2. Consider an application for annexation and requested R-2 zoning of property near Industrial Drive and Lusk Drive.

*Timothy Lewis presented the application and supporting materials to the committee, explaining the 5 acres to be annexed. The property if annexed would need to be zoned R-2 due to the developer wanting to build single family homes along with duplex units on the property.*

*Commissioner Sam Major made a motion to approve the annexation and zoning at R-2 as presented. Commissioner Bobbi Lee seconded the motion, and it passed unanimously.*

3. Consider an application for re-zoning of property located at Washington Ave and Main Ave from R-2, Second Dwelling House District to R-3, Apartment House District.

*Commissioner Bobbi Lee had questions about an abandoned foundation on the property. It was determined that the foundation in question was not located on the*



*property up for discussion. Commissioner Sam Major made a motion to approve the re-zoning from R-2 to R-3 as presented. Commissioner Smith seconded the motion, and it passed unanimously.*

**ADJOURN:**

**A motion to adjourn was made by Commissioner Sam Major and Seconded by Commissioner Bobbi Lee, and the meeting was adjourned at 6:13 p.m. by a unanimous vote.**



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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Amendments to Liberty Utility Contract

---

**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

1. 590000092361
  2. 590000092491
  3. City of Neosho SA 22A Notification 590000093539
- 

**PURPOSE:**

To seek Council approval of the amendment of the contract with Liberty Utilities.

**BACKGROUND:**

This amendment is for the replacement of five non-working streetlights and being replaced with new LED streetlights. All amendments will come with a decrease in usage charges.

522 Breckenridge WO #59000003539 Monthly Decrease -\$2.17  
1004 Greenbrook Dr WO #5900000092361 Monthly Decrease -\$2.34  
Lafayette St & Rock Hill Rd WO #590000092491 Monthly Increase \$0.37

Total Decrease -4.14

**RECOMMENDATION:**

City Staff recommends council approve the contract and authorize the mayor to sign noted amendments.



# The Empire District Electric Company

Service  
Notification #

590000092361

## Request for Change in Street Lighting Service

Missouri

### City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **29th** day of **May, 2026** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

| STREET LIGHT REQUEST                                                                      | ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES | SIZE and TYPE STREET LIGHTS           | Q T Y | ANNUAL ENERGY CHARGE |          | FACILITY USAGE CHARGE |           |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------|-------|----------------------|----------|-----------------------|-----------|
|                                                                                           |                                                        |                                       |       | Installed            | Removed  | Installed             | Removed   |
| <b>Install</b>                                                                            | 1004 GREENBROOK DR - POLE #803852                      | 7,500L-9,500L 150W eq LED 1 Cobrahead | 1     | \$74.03              |          | \$ 278.55             |           |
| <b>Remove</b>                                                                             | 1004 GREENBROOK DR - POLE #803852                      | 16,000L 150W HPS Cobrahead            | 1     |                      | \$107.46 |                       | \$ 218.47 |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
| <b>Subtotals - Annual Energy Charge and Facility Usage Charge for this Request</b>        |                                                        |                                       |       | \$74.03              | \$107.46 | \$ 278.55             | \$ 218.47 |
| <b>A Annual Energy Charge for this Request (Install minus Remove)</b>                     |                                                        |                                       |       | <b>-\$33.43</b>      |          |                       |           |
| <b>B Total Facility Usage Charge for this Street Light Request (Install minus Remove)</b> |                                                        |                                       |       |                      |          | <b>\$ 60.08</b>       |           |

The CITY agrees that the AGREEMENT shall be amended as follows:

|          |                                                                                                   |                |
|----------|---------------------------------------------------------------------------------------------------|----------------|
| <b>C</b> | Total Facility Usage Charge for this Request (Total Line B)                                       | \$60.08        |
| <b>D</b> | Annual Facility Usage Charge to City for this Request (Total Line C X 9%)                         | \$5.41         |
| <b>E</b> | Annual Energy Charge for this Request (Total Line A)                                              | -\$33.43       |
| <b>F</b> | Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)         | -\$28.02       |
| <b>G</b> | Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months) | <b>-\$2.34</b> |

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
(SEAL)  
ATTEST: \_\_\_\_\_  
Clerk of Neosho By \_\_\_\_\_  
Mayor or Board Chairman

#### ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

| Mercury Vapor Lights |     | High Pressure Sodium Lights |     | Metal Halide Lights |    | Light Emitting Diode Lights |     |
|----------------------|-----|-----------------------------|-----|---------------------|----|-----------------------------|-----|
| 7,000L - 175W        | 423 | 6,000L - 70W                | 7   | 12,000L - 175W      | 8  | 7,500 - 9,500L - 150W       | 302 |
| 11,000L - 250W       | 11  | 16,000L - 150W              | 105 | 20,500L - 250W      | 50 | 13,000 - 16,000L - 250W     | 8   |
| 20,000L - 400W       | 7   | 27,500L - 250W              | 8   | 36,000L - 400W      | 0  | 19,000 - 22,000L - 250W     | 0   |
| 53,000L - 1,000W     | 3   | 50,000L - 400W              | 1   | 110,000L - 1,000W   | 0  |                             |     |
|                      |     | 130,000L - 1,000W           | 1   |                     |    |                             |     |

|                           |                                |
|---------------------------|--------------------------------|
| SN # 590000092361         | DATE COMPLETED _____           |
| CURRENT INVESTMENT CHARGE | ANNUAL FACILITY USAGE CHARGE   |
| \$60.08                   | \$61,229.04                    |
|                           | ACCUMULATIVE INVESTMENT CHARGE |
|                           | \$680,322.68                   |

### The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signatory)



# The Empire District Electric Company

Service

Notification # 590000092491

## Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **29th** day of **May, 2026** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

| STREET LIGHT REQUEST                                                                      | ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES | SIZE and TYPE STREET LIGHTS           | Q T Y | ANNUAL ENERGY CHARGE |         | FACILITY USAGE CHARGE |          |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------|-------|----------------------|---------|-----------------------|----------|
|                                                                                           |                                                        |                                       |       | Installed            | Removed | Installed             | Removed  |
| <b>Install</b>                                                                            | LAFAYETTE ST & ROCK HILL RD - POLE #52526              | 7,500L-9,500L 150W eq LED 1 Cobrahead | 1     | \$74.03              |         | \$ 298.64             |          |
| <b>Remove</b>                                                                             | LAFAYETTE ST & ROCK HILL RD - POLE #52526              | 7,000L 175W MV Open Bottom            | 1     |                      | \$91.62 |                       | \$ 54.38 |
|                                                                                           |                                                        |                                       |       |                      |         |                       |          |
|                                                                                           |                                                        |                                       |       |                      |         |                       |          |
|                                                                                           |                                                        |                                       |       |                      |         |                       |          |
|                                                                                           |                                                        |                                       |       |                      |         |                       |          |
| <b>Subtotals - Annual Energy Charge and Facility Usage Charge for this Request</b>        |                                                        |                                       |       | \$74.03              | \$91.62 | \$ 298.64             | \$ 54.38 |
| <b>A Annual Energy Charge for this Request (Install minus Remove)</b>                     |                                                        |                                       |       | <b>-\$17.59</b>      |         |                       |          |
| <b>B Total Facility Usage Charge for this Street Light Request (Install minus Remove)</b> |                                                        |                                       |       |                      |         | <b>\$ 244.26</b>      |          |

The CITY agrees that the AGREEMENT shall be amended as follows:

|          |                                                                                                   |               |
|----------|---------------------------------------------------------------------------------------------------|---------------|
| <b>C</b> | Total Facility Usage Charge for this Request (Total Line B)                                       | \$244.26      |
| <b>D</b> | Annual Facility Usage Charge to City for this Request (Total Line C X 9%)                         | \$21.98       |
| <b>E</b> | Annual Energy Charge for this Request (Total Line A)                                              | -\$17.59      |
| <b>F</b> | Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)         | \$4.39        |
| <b>G</b> | Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months) | <b>\$0.37</b> |

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
 (SEAL)  
 ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
 Clerk of Neosho Mayor or Board Chairman

### ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

| Mercury Vapor Lights |     | High Pressure Sodium Lights |     | Metal Halide Lights |    | Light Emitting Diode Lights |     |
|----------------------|-----|-----------------------------|-----|---------------------|----|-----------------------------|-----|
| 7,000L - 175W        | 422 | 6,000L - 70W                | 7   | 12,000L - 175W      | 8  | 7,500 - 9,500L - 150W       | 303 |
| 11,000L - 250W       | 11  | 16,000L - 150W              | 105 | 20,500L - 250W      | 50 | 13,000 - 16,000L - 250W     | 8   |
| 20,000L - 400W       | 7   | 27,500L - 250W              | 8   | 36,000L - 400W      | 0  | 19,000 - 22,000L - 250W     | 0   |
| 53,000L - 1,000W     | 3   | 50,000L - 400W              | 1   | 110,000L - 1,000W   | 0  |                             |     |
|                      |     | 130,000L - 1,000W           | 1   |                     |    |                             |     |

SN # 590000092491

DATE COMPLETED \_\_\_\_\_

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$244.26

\$61,251.02

\$680,566.94

## The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signatory)

# The Empire District Electric Company

Service  
Notification #

590000093539

## Request for Change in Street Lighting Service

Missouri

### City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **12th** day of **June, 2026** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

| STREET LIGHT REQUEST                                                                      | ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES | SIZE and TYPE STREET LIGHTS           | Q T Y | ANNUAL ENERGY CHARGE |          | FACILITY USAGE CHARGE |           |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------|-------|----------------------|----------|-----------------------|-----------|
|                                                                                           |                                                        |                                       |       | Installed            | Removed  | Installed             | Removed   |
| <b>Install</b>                                                                            | 522 BRECKENRIDGE ST. - POLE #632401                    | 7,500L-9,500L 150W eq LED 1 Cobrahead | 1     | \$74.03              |          | \$ 299.92             |           |
| <b>Remove</b>                                                                             | 522 BRECKENRIDGE ST. - POLE #632401                    | 16,000L 150W HPS Open Bottom          | 1     |                      | \$107.46 |                       | \$ 218.47 |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
|                                                                                           |                                                        |                                       |       |                      |          |                       |           |
| <b>Subtotals - Annual Energy Charge and Facility Usage Charge for this Request</b>        |                                                        |                                       |       | \$74.03              | \$107.46 | \$ 299.92             | \$ 218.47 |
| <b>A Annual Energy Charge for this Request (Install minus Remove)</b>                     |                                                        |                                       |       | <b>-\$33.43</b>      |          |                       |           |
| <b>B Total Facility Usage Charge for this Street Light Request (Install minus Remove)</b> |                                                        |                                       |       |                      |          | <b>\$ 81.45</b>       |           |

The CITY agrees that the AGREEMENT shall be amended as follows:

|          |                                                                                                   |          |
|----------|---------------------------------------------------------------------------------------------------|----------|
| <b>C</b> | Total Facility Usage Charge for this Request (Total Line B)                                       | \$81.45  |
| <b>D</b> | Annual Facility Usage Charge to City for this Request (Total Line C X 9%)                         | \$7.33   |
| <b>E</b> | Annual Energy Charge for this Request (Total Line A)                                              | -\$33.43 |
| <b>F</b> | Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)         | -\$26.10 |
| <b>G</b> | Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months) | -\$2.17  |

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
(SEAL)  
ATTEST: \_\_\_\_\_  
Clerk of Neosho By \_\_\_\_\_ Mayor or Board Chairman

### ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

| Mercury Vapor Lights |     | High Pressure Sodium Lights |     | Metal Halide Lights |    | Light Emitting Diode Lights |     |
|----------------------|-----|-----------------------------|-----|---------------------|----|-----------------------------|-----|
| 7,000L - 175W        | 422 | 6,000L - 70W                | 7   | 12,000L - 175W      | 8  | 7,500 - 9,500L - 150W       | 304 |
| 11,000L - 250W       | 11  | 16,000L - 150W              | 104 | 20,500L - 250W      | 50 | 13,000 - 16,000L - 250W     | 8   |
| 20,000L - 400W       | 7   | 27,500L - 250W              | 8   | 36,000L - 400W      | 0  | 19,000 - 22,000L - 250W     | 0   |
| 53,000L - 1,000W     | 3   | 50,000L - 400W              | 1   | 110,000L - 1,000W   | 0  |                             |     |
|                      |     | 130,000L - 1,000W           | 1   |                     |    |                             |     |

SN # 590000093539

DATE COMPLETED \_\_\_\_\_

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$81.45

\$61,258.36

\$680,648.39

### The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signatory)



---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Purchase a New Truck Public work Dept

---

**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

**1. Bids for New Truck Purchase**

---

**PURPOSE:**

The purpose of this agenda item is to seek City Council approval for the purchase of a new one-ton cab and chassis truck for the Street Department.

**BACKGROUND:**

This purchase will replace the City's oldest F-350 one-ton truck, which will remain in the fleet. The existing F-350 will be reassigned to the Recycling Center, where it can be used to move trailers. This replacement and retaining the F-350 at the Recycle Center will allow them both to be utilized for snow removal.

The City received three government-assistance bids for one single-cab, chassis, one-ton diesel four-wheel-drive truck:

- Griffith Motor: 2026 GMC 3500 4x4 single-cab chassis diesel — \$57,300
- Superior Chevrolet: 2026 GMC 3500 4x4 single-cab chassis diesel — \$65,030
- Mayes Automotive: 2026 GMC 3500 4x4 single-cab chassis diesel — \$63,335

The current amount in the budget is \$ 75,000.00, once purchased the city will then outfit it for snow removal.

**RECOMMENDATION:**

Staff recommends the council approve the bid from Griffith Motor for \$57,300

---

2026 Cab&Chassis

---

From James Craig <gmjames@griffithmotor.com>

Date Wed 6/24/2026 9:10 AM

To Noah, Bo <bnoah@neoshomo.gov>

External email use caution with links & attachments.

2026 GMC 1 ton Cab and Chassis

\$64060 MSRP

3660 Griffith Discount

3100 Government bid assistance

\$57300 Price for City of Neosho

Let me know if you need anything else.

James Craig  
Griffith Motor Co  
General Manager





## 2026 SIERRA 4WD REG CAB CHASSIS PRO

EXTERIOR: SUMMIT WHITE  
INTERIOR: JET BLACK

ENG: DURAMAX 6.6L TURBO-DIESEL  
TRANS: ALLISON 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE



### STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

#### OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 100,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT \*WHICHEVER COMES FIRST
- \*SEE GMC.COM OR DEALER FOR TERMS, DETAILS & LIMITS

#### SAFETY & SECURITY

- FORWARD COLLISION ALERT
- FOLLOWING DISTANCE INDICATOR
- FRONT PEDESTRIAN BRAKING
- INTELLIBEAM
- LANE DEPARTURE WARNING
- BUCKLE TO DRIVE

- AUTOMATIC EMERGENCY BRAKING
- TEEN DRIVER MODE

#### PERFORMANCE & MECHANICAL

- AUTO LOCKING REAR DIFF
- CRUISE CONTROL
- 2SPD ELECTRONIC TRANSFER CASE
- 220 AMP ALTERNATOR
- HEAVY-DUTY AIR CLEANER
- INDEPENDENT FRONT SUSPENSION
- MULTI-LEAF REAR SPRING SUSP
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- ALL-TERRAIN TIRES
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT
- BRAKE PAD MONITORING
- TRAILER BRAKE CONTROLLER

#### CONNECTIVITY & TECHNOLOGY

- GMC INFOTAINMENT SYSTEM
- 7" DIAG. COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE:

- BLUETOOTH AUDIO STREAMING, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- 8 YEARS ONSTAR BASICS
- SEE ONSTAR.COM FOR TERMS

#### INTERIOR

- AIR CONDITIONING
- FRONT 40/20/40 BENCH SEATS WITH CENTER ARMREST STORAGE
- RUBBERIZED-VINYL FLOOR COVERING

#### EXTERIOR

- ROOF MARKER LAMPS
- FRONT RECOVERY HOOKS
- CHROME FRONT BUMPER
- HEADLAMPS, ANIMATED LED PROJECTORS
- UNIVERSAL VEHICLE MODULE

MANUFACTURER'S SUGGESTED RETAIL PRICE

**STANDARD VEHICLE PRICE \$50,700.00**

### OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

|                                                            |          |
|------------------------------------------------------------|----------|
| ENG: DURAMAX 6.6L TURBO-DIESEL                             | 9,990.00 |
| CONVENIENCE PACKAGE                                        | 425.00   |
| • TINTED GLASS                                             |          |
| • REAR-WINDOW DEFOGGER                                     |          |
| SPARE TIRE                                                 | 380.00   |
| 10-WAY POWER DRIVER SEAT INCLUDING LUMBAR                  | 290.00   |
| 120 VOLT POWER OUTLET                                      | 150.00   |
| SKID PLATES                                                | 150.00   |
| UPFITTER SWITCH KIT                                        | 150.00   |
| INSTALLATION BY THE DEALER OR UPFITTER AT CUSTOMER EXPENSE |          |
| ***INCOMPLETE VEHICLE***                                   | .00      |
| LABEL FOR GM CONTENT ONLY-SEE DEALER ABOUT NON GM CONTENT  |          |
| REAR AXLE 3.42 RATIO                                       | INC.     |
| GVWR, 14,000 LBS. (6350 KG)                                | INC.     |
| BACK-UP ALARM CALIBRATION                                  | INC.     |

Visit us at [www.gmc.com](http://www.gmc.com)

|                         |             |
|-------------------------|-------------|
| TOTAL OPTIONS           | \$11,535.00 |
| TOTAL VEHICLE & OPTIONS | \$62,235.00 |
| DESTINATION CHARGE      | 2,795.00    |

**TOTAL VEHICLE PRICE\* \$65,030.00**

### EPA DOT Fuel Economy and Environment

NOT APPLICABLE TO THIS VEHICLE

**fueleconomy.gov**

Calculate personalized estimates and compare vehicles



Better drives start with OnStar®  
Activate today

Learn more at [onstar.com](http://onstar.com), or scan the QR code

[onstar.com/privacy](http://onstar.com/privacy)



ORDER NO FW07X2 SALES CODE E  
SALES MODEL CODE TK1003  
DEALER NO 05810  
FINAL ASSEMBLY:  
FLINT, MI U.S.A.

VIN 1GD3USEYXTF268451 REISSUE

DEALER TO WHOM DELIVERED  
SUPERIOR CHEVROLET GMC  
490 HWY 412 E  
SILOAM SPRINGS, AR 72761-4701

This label has been applied pursuant to Federal law. Do not remove prior to delivery to the ultimate purchaser. Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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1 00000 1000 0000 0000 0000 0000 0000

Mayse Automotive Group  
2032 South Elliot Ave  
AURORA, MO 65605  
(877) 324-8879  
www.mayseautomotive.com



Stock No. TF288943  
Date 6/22/2026  
Salesman Mike Barnes  
Salesman

**RETAIL  
WORKSHEET**

Purchaser City Of Neosho Co-Purchaser E-mail jjenks@neoshomo.gov  
Address 203 E Main St City Neosho State MO Zip 64850 Phone 417-451-8071

I hereby agree to purchase form you under the terms and conditions specified, the following: ☐ New ☐ Used Year 2026  
Make GMC Body Regular Cab Chassis ( Model Sierra 3500HD CC Color Summit White Upholstery Jet Black

VIN 1GD3UTEY2TF288943 Ign. Key No. GMS No. Mileage 6

|  |  |                                         |           |
|--|--|-----------------------------------------|-----------|
|  |  | MSRP                                    | 70,335.00 |
|  |  | Selling Price                           | 63,335.00 |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  | TOTAL                                   | 63,335.00 |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  |                                         |           |
|  |  | TOTAL CASH DELIVERED PRICE              | 63,335.00 |
|  |  | ADMINISTRATIVE FEE                      | 549.00    |
|  |  |                                         |           |
|  |  | NET SELLING PRICE                       | 63,884.00 |
|  |  | LESS TRADE-IN ALLOWANCE                 | 0.00      |
|  |  | NET TRADE DIFFERENCE                    | 63,335.00 |
|  |  | BALANCE OWED ON TRADE IN*               | 0.00      |
|  |  | Rebates (Incentives)                    | 1,000.00  |
|  |  | TOTAL                                   | 62,884.00 |
|  |  | TOTAL CASH DUE ON SALE                  | 0.00      |
|  |  | BALANCE DUE                             | 62,884.00 |
|  |  | *BALANCE OWED TO                        |           |
|  |  | ADDRESS                                 |           |
|  |  |                                         |           |
|  |  | CASH DEPOSIT WITH ORDER (REC'T NO.)     | 0.00      |
|  |  | CASH TO BE PAID AT TIME OF DELIVERY     |           |
|  |  | DESCRIPTION OF TRADE-IN:                | MILEAGE   |
|  |  | VIN                                     | LIC. NO.  |
|  |  | YEAR                                    | MAKE      |
|  |  | MODEL                                   | COLOR     |
|  |  |                                         | BODY      |
|  |  | ACCEPTED DEALER: Mayse Automotive Group |           |
|  |  | BY                                      |           |
|  |  |                                         |           |



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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Street Dept New Backhoe

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**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

1. City of Neosho 320P New Rental

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**PURPOSE:**

This is the bid for a new Backhoe for Street Dept

**BACKGROUND:**

This is a Sourcewell bid for a new backhoe for Street Dept. In this bid is a trade in value for the two older backhoes that Street Dept owns currently.

- Murphy John Deere bid a 2024 320P for a price of \$153,900
- The oldest Backhoe is a 2008 John Deere 310SJ with a trade value of \$20,000.
- The second Backhoe is a 2013 Case 580 Super N with a trade value of \$34,000.

With the trade value of both of street Dept Backhoes and the price of the Sourcewell bid we got from Murphy John Deere, the street dept would owe 99,000

**RECOMMENDATION:**

City Staff recommends approval for the bid from Murphy John Deere

**Prepared For**

CITY OF NEOSHO  
221 N COLLEGE ST  
NEOSHO, MO 648501469  
(417) 451-1921  
BNOAH@NEOSHOMO.ORG

**Prepared By**

Shawn Handke  
Murphy Tractor & Equipment  
1401 State Highway MM  
Springfield, MO 65802  
417-633-6149  
shandke@murphytractor.com

**Quote Id** 2324921

**Creation Date** 01-Jul-2026

**Expiration Date** 31-Jul-2026





Prepared For

CITY OF NEOSHO  
221 N COLLEGE ST  
NEOSHO, MO 648501469  
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Quote Id 2324921

Creation Date 01-Jul-2026

Expiration Date 31-Jul-2026

Customer Notes

Sourcewell Contract # 32689

Quote Summary

| Equipment Summary                                                              | Selling Price | QTY In Group | Extended     |
|--------------------------------------------------------------------------------|---------------|--------------|--------------|
| New 2024 JOHN DEERE CPLR, GP, PILOT, 2 WAY HYD, THUMB 17C0T-1T0320PATRFX10219  | \$146,618.82  | 1            | \$146,618.82 |
| Extended Warranty                                                              |               |              |              |
| 320 P, Comprehensive, 4000 Total Hours or 48 Total Months, 200 Deductible Date |               |              |              |
| Quoted : 01-Jul-2026                                                           |               |              |              |

|                                                                         |            |   |            |
|-------------------------------------------------------------------------|------------|---|------------|
| 92 in (2.35 m) Multi-Purpose Coupler Bucket, 1.31 cu. yd. (1.00 cu. m.) | \$7,281.18 | 1 | \$7,281.18 |
|-------------------------------------------------------------------------|------------|---|------------|

|                 |              |  |  |
|-----------------|--------------|--|--|
| Equipment Total | \$153,900.00 |  |  |
|-----------------|--------------|--|--|

| Trade In Summary                             | Extended    |
|----------------------------------------------|-------------|
| 2008 John Deere 310SJ - T0310SJ158453        | \$20,000.00 |
| Final Trade Allowance                        | \$20,000.00 |
| 2013 Case 580 Super N WT - JJGN58SNEDC585637 | \$34,000.00 |
| Final Trade Allowance                        | \$34,000.00 |

|                  |             |
|------------------|-------------|
| Total For Trades | \$54,000.00 |
| Trade In Total   | \$54,000.00 |

| Quote Summary            |               |
|--------------------------|---------------|
| Total Selling Price      | \$153,900.00  |
| Total Trade-In Allowance | (\$54,000.00) |
| Trade Difference         | \$99,900.00   |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



|             |             |
|-------------|-------------|
| Sub-total   | \$99,900.00 |
| Balance Due | \$99,900.00 |

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote # 2324921  
 Customer CITY OF NEOSHO

|                                                                    |                   |                  |
|--------------------------------------------------------------------|-------------------|------------------|
| <b>New 2024 JOHN DEERE CPLR, GP, PILOT, 2 WAY HYD, THUMB 17C0T</b> |                   | QTY In Group : 1 |
| Hours                                                              | 428               | Selling Price    |
| Serial Number                                                      | 1T0320PATRFX10219 | \$146,618.82     |
| Stock Number                                                       | 240704            |                  |
| PUK Parent Serial #                                                | - - -             |                  |

| Equipment Summary                 |     |
|-----------------------------------|-----|
| Description                       | Qty |
| CPLR, GP, PILOT, 2 WAY HYD, THUMB | 1   |
| Base / Options                    |     |
| Description                       | Qty |
| LOADER COUPLER 3FUNCTION HY       | 1   |
| SEAT CLOTH AIR SUSPENSION         | 1   |
| STROBE LGT W/ MAGENTIC MOUNT      | 1   |
| UNITED STATES                     | 1   |
| ENGLISH OPS MANUAL                | 1   |
| TRANSLATED LABELS                 | 1   |
| CAB                               | 1   |
| JDLINK                            | 1   |
| MFWD W/ LIMITED OPEN DIFFERE      | 1   |
| ENGINE FT4                        | 1   |
| TIRE GAL19.5-24,12.5/80           | 1   |
| DUAL BATTERY                      | 1   |
| 1000LB FRONT COUNTERWEIGHT        | 1   |
| EXTENDIBLE DIPPERSTICK            | 1   |
| AUXILIARY W/ONE&2WAY FLOW         | 1   |
| PILOT CONTROLS 2 LEVER            | 1   |
| MULTI BRAND QK CPL 42"THUMB       | 1   |
| 92" 2.35 M COUPLER BKT1.39CU      | 1   |
| 42"HYD THUMB 4 TINE               | 1   |
| BOOM PROTECTION PLATE             | 1   |
| OIL SAMPLING PORTS                | 1   |

|                            |   |
|----------------------------|---|
| REAR&FRONT VIEW MIRROR     | 1 |
| SUN VISOR                  | 1 |
| HEAVY DUTY STABILIZER PADS | 1 |
| LED LIGHT PACKAGE          | 1 |
| LEFT SIDE CONSOLE STORAGE  | 1 |
| RADIO BOSCH PREMIUM PKG    | 1 |
| CHROME EXHAUST EXTENSION   | 1 |

**Total Base / Options**

**Other Charges**

| Description             |
|-------------------------|
| MISC                    |
| MKT DEV FUND            |
| MILLER TRUCKING # 76278 |

**Total Adjustments**

**Value Added Services**

| Description       | Qty |
|-------------------|-----|
| Extended Warranty | 1   |

**Total Value Added Services**

**Selling Price Subtotal**

**Total Selling Price**



**92 in (2.35 m) Multi-Purpose Coupler Bucket, 1.31 cu. yd. (1.00 cu. m.)**

QTY In Group : 1

Hours ---

Selling Price

Serial Number ---

\$7,281.18

Stock Number ---

PUK Parent Serial # ---

**Equipment Summary**

| Description                                                             | Qty |
|-------------------------------------------------------------------------|-----|
| 92 in (2.35 m) Multi-Purpose Coupler Bucket, 1.31 cu. yd. (1.00 cu. m.) | 1   |
| <b>Total Base / Options</b>                                             |     |
| <b>Selling Price Subtotal</b>                                           |     |
| <b>Total Selling Price</b>                                              |     |

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Auditorium Electrical Switch for Generator

---

**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

1. 2026 Auditorium Automatic Transfer Switch
  2. Henson Electric
  3. Stewart Electric
- 

**PURPOSE:**

To seek City Council approval to install a generator transfer switch at the Neosho Auditorium in preparation for the future purchase and installation of a generator.

**BACKGROUND:**

The purpose of this agenda item is to seek City Council approval to install a generator transfer switch at the Neosho Auditorium. The generator itself is planned for purchase in next fiscal year's budget. Installing the transfer switch now will prepare the facility for future generator installation and help ensure the Auditorium can be supported by backup power when needed. The Neosho Auditorium is currently the back-up facility for Freeman Neosho ER in the event of a large event.

- Henson Electric: \$32,084.00
- Stewart Electric: \$55,000.00

The budgeted amount for this project is \$80,000.00.

**RECOMMENDATION:**

Staff recommends approval to award the generator transfer switch installation project at the Neosho Auditorium to Henson Electric in the amount of \$32,084.00. Henson Electric submitted the lowest bid.





## City of Neosho

203 E. Main St.  
Neosho, MO 64850  
(417) 451-8050 phone  
(417) 451-8065 fax  
[www.neoshomo.GOV](http://www.neoshomo.GOV)

---

### INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, June 26, 2026 @ 10 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

**Project: Auditorium Automatic Transfer Switch**

**Please label the envelope: Auditorium Automatic Transfer Switch Bid Opening June 26, 2026**

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

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. **There will be a mandatory prebid meeting on Friday, May 29, 2026, 10 a.m. at the Neosho Auditorium, 109 West Main, Street Neosho, MO.**

*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 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.
6. 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:

### **Auditorium Automatic Transfer Switch**

#### **General Requirements**

- **Scope:** Provide and install one (1) new 2000A automatic transfer switch for Neosho Auditorium.
- **Wiring:** Complete electrical wiring from transfer switch to facility main switchboard., These must be code-compliant terminations.
- **Permits & Codes:** All work must comply with local, state, and national electrical codes.

#### **2. Transfer switch Specifications**

- **Capacity:** 2000 Amps
- **Controls:** Digital controller.
- **Transfer Switch:** 2000 Amps, NEMA 1, Fixed Mounted 208/120 Vac, 60hz, 3 Phase, 4 Wire, 3 poles Open Transition, Automatic Control w/300 Series Control Contactor System Information Transition Mode Withstand and Close On Rating----- Standard Features Optional Features----- Source 1 Terminals Source 2 Terminals 2000 Amps, NEMA 1 cabinet, Fixed Mounted 208/120 Vac, 60hz, 3 Phase, 4 Wire, 3 poles Open Transition, Automatic Control w/300 Series Controller 100kA specific breaker/100kA (0.05 sec)

#### **3. Electrical room Preparation**

- **Concrete Pad:** Form and pour reinforced concrete pad sized for transfer switch enclosure.

#### **4. Wiring & Integration**

- **Main Panel Connection:** Transfer switch to facility's main electrical panel.
- **Testing:** Perform voltage, rotation and continuity tests prior to and after connection to main switchboard.

**Documentation:** Provide as-built drawings, operation manuals, and warranty information

### **Equipment Schedule:**

**Note:**

This bid should include the start date for this project.

**BID FORM**

**Description:** (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Shipping Date: \_\_\_\_\_

After delivery - payment made on third Tuesday of month delivered

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

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BY:** \_\_\_\_\_



AFFIDAVIT of COMPLIANCE  
Section 285.530.2

State of Missouri ) ss

County of \_\_\_\_\_ )

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

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of \_\_\_\_\_ (name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of \_\_\_\_\_. (name of business entity, same as above)
4. I state and affirm that \_\_\_\_\_ is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, \_\_\_\_\_ does not knowingly employ any person  
(name of business entity, same as above)  
who is an unauthorized alien.
6. Further, \_\_\_\_\_ has performed an electronic  
(name of business entity, same as above)  
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

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

*Authorized Agent, Partner, Owner or Officer*

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

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

---

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2 008*

FURTHER THE AFFIANT SAYETH NOT

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*(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 coun  
ty and State aforesaid, the day and year first above written.

\_\_\_\_\_  
*Notary Public*

My Commission Expires

# HENSON ELECTRIC

376 Elk View Ln.  
Pineville, MO 64856  
417-223-4507  
Cell 785-304-1533

6-25-2026

City of Neosho  
Neosho, MO. 64850

## **RE: ATS for Auditorium**

Henson Electric proposes to provide materials and labor necessary for the electrical work on referenced project for the lump sum price of **\$32,084.00, (thirty-two thousand, eighty-four dollars)**

### **Included in this project:**

- 2000 Amp transfer switch
- Housekeeping pad
- Per Plans and specifications by City of Neosho
- No Addendums

### **Excluded from this proposal:**

- Utility company charges
- Taxes
- Prevailing wages
- Overtime

### **Alternates:**

- N/A



# HENSON ELECTRIC

376 Elk View Ln.  
Pineville, MO 64856  
417-223-4507  
Cell 785-304-1533

Thank you for the opportunity to submit this proposal to you. If I may be of further assistance, please feel free to contact me at your convenience.

Sincerely,  
Toby Henson  
Henson Electric

If you desire to accept this proposal, please have an authorized person sign and date where indicated below, and return to Henson Electric immediately. Terms and conditions of this proposal will be as specified in AGC Form 604. Any proposal that is not signed by customer and received by Henson Electric within **10 days** from the proposal date above will at the option of Henson Electric be null and void.

Signature\_\_\_\_\_ Date\_\_\_\_\_ PO#\_\_\_\_\_



**STEWART ELECTRIC LLC**  
327 NE 1<sup>st</sup> Rd, Lamar, MO  
(907)-231-4527

**Date:** 6-26-26

**Quote Prepared For:**

CITY OF NEOSHO

**Job Address:**

109 W Main st, Neosho, MO 64850

**Objective:**

**AUDITORIUM AUTOMATIC TRANSFER SWITCH**

**Proposal:**

- Furnish and install (1) 2000amp ATS meeting spec outlined in BID SPECIFICATIONS
  - Extend NORMAL POWER aluminum conductors to ATS, Install aluminum LOAD CONDUCTORS to existing gear. Raceway to be rigid
- Pour concrete housekeeping pad in electrical room

**Exclusions:**

- Any and all work outside outlined scope of work

**Time frame to install:**

ship date: ~20weeks from order (requiring signed submittals)

install: ~3days

**Cost to Complete:**

\$ 55,000

**Notice:**

- This quotes price is only valid for 14 days
- Payment of services rendered is due within 14 days of completion of work



**BID FORM**

**Description:** (To be completed by bidding party)

(See quote sheet)

**Price(s) for unit(s) meeting enclosed specifications:** Installed \$55,000

F.O.B. Neosho, MO

**Projected Shipping Date:** 2-20 weeks

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:** STEWART ELECTRIC LLC

**ADDRESS:** 907 E 12th St, Lamar, MO 64759

**PHONE:** 107 231 4527

**EMAIL:** sean@stewartelectriccompany.com

**BY:** Sean Stewart

AFFIDAVIT of COMPLIANCE  
Section 285.530.2

State of Missouri ) ss

County of NEWTON )

Now this 26 day of JUNE, 2026 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 STEWART ELECTRIC LLC (name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of STEWART ELECTRIC LLC. (name of business entity, same as above)
4. I state and affirm that STEWART ELECTRIC LLC is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, STEWART ELECTRIC LLC does not knowingly employ any person (name of business entity, same as above) who is an unauthorized alien.
6. Further, STEWART ELECTRIC LLC has performed an electronic (name of business entity, same as above) verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

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

Authorized Agent, Partner, Owner or Officer

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

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



---

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2 008*

FURTHER THE AFFIANT SAYETH NOT



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(Signature)



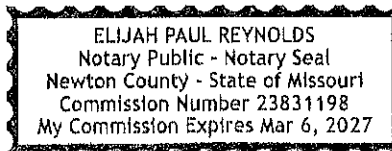
On this 26 day of June in the year 2026, before me, Elizah Reynolds  
a Notary Public in and for said State, personally appeared Sean Stewart  
\_\_\_\_\_, known to me to be the person who executed the within affidavit, and acknowledged to me that  
he/she executed the same for the purposes therein stated.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires

3/6/27



**JOB NAME & QUOTATION # RFQ NetWest 05.22.2026 & H2-26-809934-1-1**
**To**

Date: 5/22/2026

 Valued Customer Asco  
 ASCO Power Technologies H2 - District Sales Offices  
 3S701 West Ave-  
 Warrenville, IL 60555

|             |                  |
|-------------|------------------|
| Proposal No | H2-26-809934-1-1 |
| Reference   |                  |

**SUBJECT: Quotation for RFQ NetWest 05.22.2026**

 We are pleased to offer you our quotation **H2-26-809934-1-1** in response to your inquiry.

Prices are provided for ASCO Products. Quoted prices will be valid for 30 days from the date of quotation.

| #1                                            | ATS                        | AMPS: 2000                                                         | QTY: 1                                                  |
|-----------------------------------------------|----------------------------|--------------------------------------------------------------------|---------------------------------------------------------|
| Product                                       | : Series 300               | Catalog Number                                                     | : G03ATSA32000CGXC,11BE                                 |
| Service Voltage / Hz                          | : 208V/60Hz                | Optional Accessories                                               | : 11BE                                                  |
| Bypass Isolation                              | : Not Applicable           | Product Description                                                | : 300 Series, Automatic Open Transition Transfer Switch |
| No. of Switched Poles: 3                      | : 3                        | Neutral Configuration                                              | : Solid [A]                                             |
| Withstand Rating:                             | : See WCR Table Below      | No. of Cables & Lug Size                                           | : 6, 1/0 AWG to 600 MCM                                 |
| Frame = G, Switch Rating = 2000, Series = 300 |                            |                                                                    |                                                         |
| Enclosure                                     | : 1(C)-UL Type 1 Enclosure | Service                                                            | : Three Phase, 4-wire                                   |
| Extended Warranty                             | : Not Included             | Markings                                                           | :                                                       |
| Shipping to Zip Code                          | : 640804                   |                                                                    |                                                         |
| Start Up Price to Zip Code                    | :                          | Not Included                                                       |                                                         |
| Estimated Shipment Period:                    | :                          | 17 - 19 Week(s) (after final approval and release to Manufacturer) |                                                         |
| Unit Start Up Hours:                          | :                          | 0                                                                  |                                                         |

| # | ACCESSORY DESCRIPTIONS |                                                                                                                                                                                                                                                                                                                                                                             |
|---|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Accessory Code         | Description                                                                                                                                                                                                                                                                                                                                                                 |
| 1 | 11BE                   | Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring. |

**Notes:**

- This quotation is based on email dated 05/21/2026 only. No drawing and specification provided.
- Price includes standard ground freight to first destination. Lift gate trucks and union drivers are not included.
- Start-up not included. If needed, please contact ASCO for re-quote.
- These are provided with Standard Al/Cu Mechanical Lugs-Cable.

Attached ASCO Terms and Conditions of Sale apply. Terms\_and\_Conditions.pdf.

This quotation does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.

This quotation supersedes any other discussions on quotations you may have received from ASCO pertaining to subject RFQ NetWest 05.22.2026.

We thank you for the opportunity to work with you on this project. Should you require any additional information, please feel free to contact us.

Best Regards,



**Disclaimers**

1. This proposal is based on information supplied to ASCO which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.
2. Shipping & Handling charges are estimates only. Actual charges may vary based on final ship to address of item.
3. ASCO Power remains committed to supplying our customers. In doing so, ASCO Power operates strictly within the law applicable to our activities anywhere in the world. As such, we are monitoring the situation in Ukraine closely and adhering to all the applicable sanctions and laws. Please see the updated Export Control Obligations in Section 17 of our attached Terms and Conditions of Sale.

**ASCO UL1008 Withstand and Closing Ratings <sup>1,2,7</sup>  
(RMS Symmetrical Amps)**

| Frame          | Switch Rating (Amps)                  |                                       | Current Limiting Fuses |           |                   |       | Specific Breaker   |                    |           | Time Based |           |                   |           | Short Time Ratings <sup>3</sup> (sec) |    |    |       |       |       |
|----------------|---------------------------------------|---------------------------------------|------------------------|-----------|-------------------|-------|--------------------|--------------------|-----------|------------|-----------|-------------------|-----------|---------------------------------------|----|----|-------|-------|-------|
|                |                                       |                                       | 480V Max.              | 600V Max. | Max Size, A       | Class | 240V Max.          | 480V Max.          | 600V Max. | Time (sec) | 240V Max. | 480V Max.         | 600V Max. | .13                                   | .2 | .3 | .5    | .1    | .13   |
|                | Transfer Switches                     | Bypass Switches                       |                        |           |                   |       |                    |                    |           |            |           |                   |           |                                       |    |    |       |       |       |
| D              | 30                                    | -                                     | 100kA                  | -         | 300               | J     | 22kA               | 25kA               | 10kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| D              | 70, 100                               | -                                     | 200kA                  | 35kA      | 200               | J     | 150kA              | 85kA               | 25kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| D              | 150                                   | -                                     | 200kA                  | 35kA      | 200               | RK1   | 150kA              | 85kA               | 25kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| D              | 200                                   | -                                     | 200kA                  | 35kA      | 200               | J     | 200kA              | 85kA               | 14kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| D              | 230                                   | -                                     | 200kA                  | 35kA      | 200               | RK1   | 200kA              | 85kA               | 14kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| E              | 280, 400                              | -                                     | 200kA                  | -         | 300               | J     | 200kA              | 85kA               | 14kA      | 0.025      | 10kA      | 10kA              | 10kA      | -                                     | -  | -  | -     | -     | -     |
| J              | 150, 200, 230, 260                    | 150, 200, 230, 260                    | 200kA                  | 200kA     | 600               | J     | 65kA               | 42kA               | 22kA      | 0.05       | 35kA      | 35kA              | 22kA      | -                                     | -  | -  | -     | -     | -     |
| J              | 400                                   | 400                                   | 200kA                  | 200kA     | 800               | L     | 200kA              | 200kA              | 100kA     | 0.05       | 65kA      | 42kA <sup>5</sup> | 35kA      | 7.5kA                                 | -  | -  | -     | -     | -     |
| J              | 600                                   | 600                                   | 200kA                  | 200kA     | 800               | L     | 200kA              | 200kA              | 100kA     | 0.05       | 65kA      | 42kA <sup>5</sup> | 35kA      | 7.5kA <sup>9</sup>                    | -  | -  | -     | -     | -     |
| H <sup>6</sup> | 600                                   | 600                                   | 200kA                  | 200kA     | 1600              | L     | 200kA              | 200kA              | 100kA     | 0.05       | 50kA      | 50kA              | 50kA      | 36kA                                  | -  | -  | 36kA  | 36kA  | -     |
| P <sup>8</sup> | 600                                   | 600                                   | 200kA                  | 200kA     | 1600              | L     | 200kA              | 200kA              | 100kA     | 0.05       | 50kA      | 50kA              | 50kA      | 36kA                                  | -  | -  | 36kA  | 36kA  | -     |
| P <sup>6</sup> | 800                                   | 800 - 1200                            | 200kA                  | 200kA     | 1600              | L     | 150kA <sup>6</sup> | 150kA <sup>6</sup> | 65kA      | 0.05       | 50kA      | 50kA              | 50kA      | 36kA                                  | -  | -  | 36kA  | 36kA  | -     |
| H              | 800 - 1000                            | 800 - 1000                            | 200kA                  | 200kA     | 1600 <sup>4</sup> | L     | 150kA <sup>6</sup> | 150kA <sup>6</sup> | 65kA      | 0.05       | 50kA      | 50kA              | 50kA      | 36kA                                  | -  | -  | 36kA  | 36kA  | -     |
| H              | 1200                                  | 1200                                  | 200kA                  | 200kA     | 1600 <sup>4</sup> | L     | 150kA <sup>6</sup> | 150kA <sup>6</sup> | 65kA      | 0.05       | 50kA      | 50kA              | 50kA      | 36kA                                  | -  | -  | 36kA  | 36kA  | -     |
| Q <sup>8</sup> | 600-1600                              | 600-1600                              | 200kA                  | 200kA     | 2000              | L     | 65kA               | 65kA               | 65kA      | 0.05       | 65kA      | 65kA              | 65kA      | 50kA                                  | -  | -  | 50kA  | 50kA  | -     |
| S <sup>8</sup> | 800 - 1200                            | 800 - 1200                            | 200kA                  | 200kA     | 2500              | L     | 100kA              | 100kA              | 65kA      | 0.05       | 100kA     | 100kA             | 65kA      | 65kA                                  | -  | -  | 65kA  | 65kA  | -     |
| G <sup>8</sup> | 1000 - 1200                           | 1000 - 1200                           | 200kA                  | 200kA     | 2000              | L     | 85kA               | 85kA               | 85kA      | 0.05       | 85kA      | 85kA              | 85kA      | -                                     | -  | -  | -     | -     | -     |
| G              | 1600 - 2000 (Front Connected TS Only) | 1600 - 2000 (Front Connected TS Only) | 200kA                  | 200kA     | 2500              | L     | 85kA               | 85kA               | 85kA      | 0.05       | 85kA      | 85kA              | 85kA      | 42kA                                  | -  | -  | 36kA  | 36kA  | -     |
| G <sup>6</sup> | 1600 - 2000                           | 1600 - 2000                           | 200kA                  | 200kA     | 3000              | L     | 200kA              | 200kA              | 100kA     | 0.05       | 100kA     | 100kA             | 100kA     | 42kA                                  | -  | -  | 36kA  | 36kA  | -     |
| S <sup>8</sup> | 1600 - 2000                           | 1600 - 2000                           | 200kA                  | 200kA     | 2500              | L     | 100kA              | 100kA              | 85kA      | 0.05       | 100kA     | 100kA             | 85kA      | 85kA                                  | -  | -  | 65kA  | 65kA  | 65kA  |
| G              | 2600 - 3000                           | 2600 - 3000                           | 200kA                  | 200kA     | 4000              | L     | 125kA <sup>6</sup> | 125kA <sup>6</sup> | 100kA     | 0.05       | 100kA     | 100kA             | 100kA     | 42kA                                  | -  | -  | 36kA  | 36kA  | -     |
| G <sup>8</sup> | 3200                                  | -                                     | 200kA                  | -         | 4000              | L     | 100kA              | 100kA              | -         | 0.05       | 100kA     | 100kA             | -         | -                                     | -  | -  | -     | -     | -     |
| G              | 4000                                  | 4000                                  | 200kA                  | 200kA     | 5000              | L     | 100kA              | 100kA              | 100kA     | 0.067      | 100kA     | 100kA             | 100kA     | 85kA                                  | -  | -  | 65kA  | 65kA  | -     |
| U <sup>8</sup> | 2600 - 4000                           | 2600 - 4000                           | 200kA                  | 200kA     | 5000              | L     | 125kA              | 125kA              | 125kA     | 0.05       | 125kA     | 125kA             | 125kA     | 100kA                                 | -  | -  | 100kA | 100kA | 100kA |

- Notes:
- 1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information
  - 2) Application requirements may permit higher WCR for certain switch sizes.
  - 3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
  - 4) Max fuse rating is 1200A on front connected H frame switches
  - 5) Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max
  - 6) Rating shown is for Bypass switches only. Transfer Switch rating is up to 100kA. See ASCO Pub. 1128 for details.
  - 7) See ASCO for Service Entrance Switch ratings
  - 8) These frames are only available on the 7000 Series product
  - 9) Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating





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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Toro GreensPro 1260 Greens Roller

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

1. GreensPro 1260
  2. Maxim SV GP1260 6.17.26
- 

### **PURPOSE:**

To seek council approval for the purchase of one (1) Toro GreensPro 1260 riding greens roller for Spring Valley Golf Club, utilizing the Sourcewell cooperative procurement program.

### **BACKGROUND:**

Spring Valley Golf Club requires high-quality turf maintenance equipment to ensure optimal playing conditions for its members and guests. The Toro GreensPro 1260 is a specialized riding greens roller designed for fine sporting turf such as golf greens. Key features include:

- Overlapping smoothing rollers for unmatched consistency and elimination of crease marks
- Fully adjustable operator platform for comfort and safety
- Independent, articulating smoothing heads that follow undulations and preserve natural contours
- Hydraulic motor drive for ease of operation and reduced maintenance
- Innovative wheel caddy system for effortless transport

The GreensPro 1260 delivers exceptionally smooth and fast greens, enhancing the quality of play and the reputation of the golf course. The equipment is powered by a Honda GX200 5.5 hp engine, features a rolling width of 47.2 inches, and is designed for operator comfort and safety. It is covered by a two-year limited warranty.

The Sourcewell procurement program allows the city to purchase this equipment through a competitively bid contract, ensuring compliance with public purchasing requirements and securing favorable pricing.

The Sourcewell cost for this piece of equipment is \$20,032.27. It will be purchased from Professional Turf Products.

### **RECOMMENDATION:**

It is recommended that the council approve the purchase of one (1) Toro GreensPro 1260 riding greens roller for Spring Valley Golf Club through the Sourcewell procurement program.

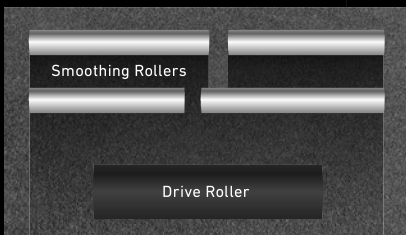
# TORO®

# GreensPro® 1260

GREENS ROLLER

## F E A T U R E S

- *Overlapping smoothing rollers deliver unmatched consistency while eliminating crease marks*
- *Fully adjustable operator platform for comfort and safety*
- *Independent, articulating smoothing heads follow undulations, preserving natural contours*
- *Light tongue weight makes maneuvering simple*
- *Innovative wheel caddy system for effortless transport to roll conversions*
- *Hydraulic motor drive for ease of operation and reduced maintenance*



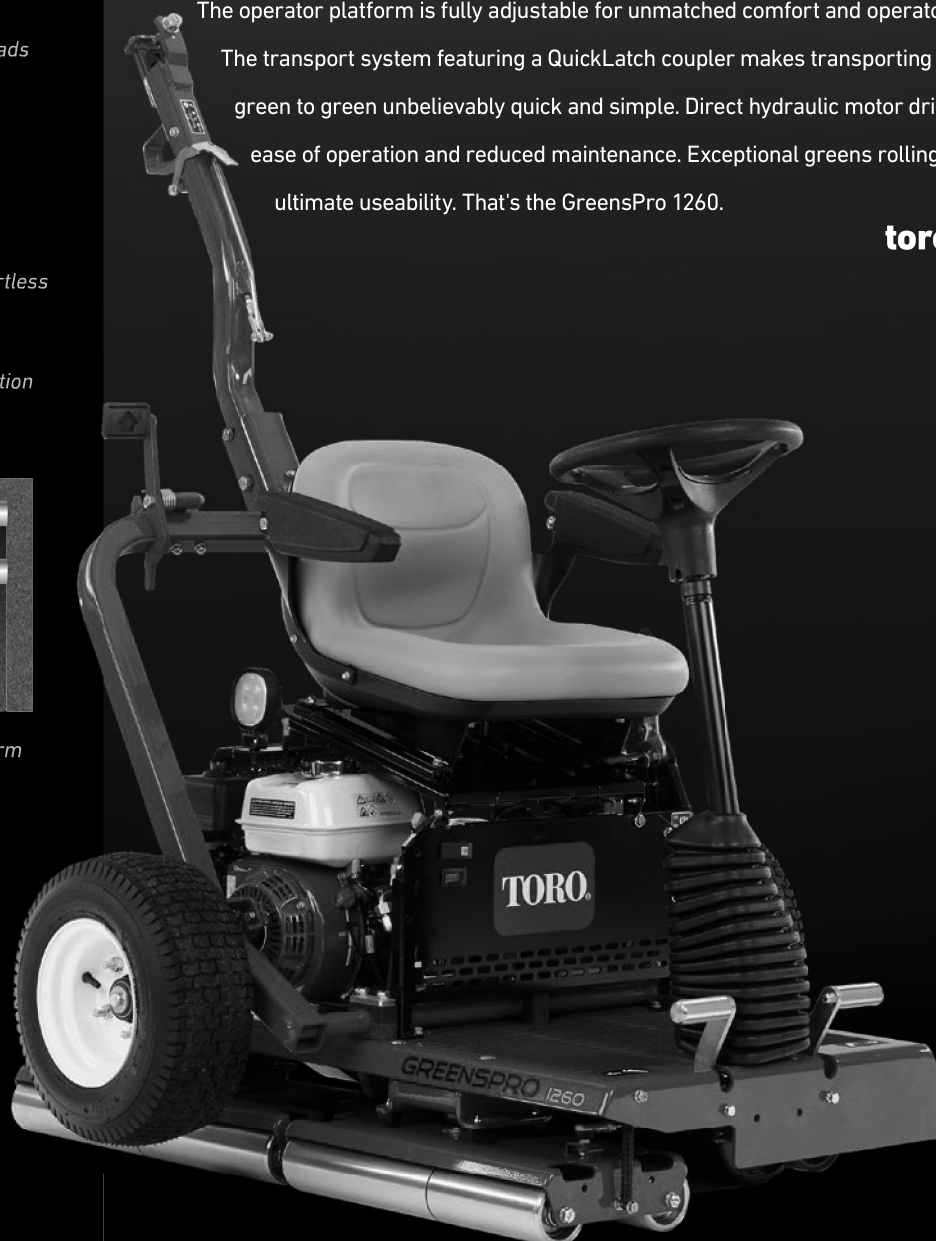
*Offset smoothing roller design for uniform greens appearance and playability*

## Delivering fast, smooth greens. Easily.

The GreensPro 1260 is in a league of its own, delivering exceptionally smooth and fast greens with a superior operator platform. The split, overlapping, contour-following smoothing rollers follow undulations delivering exceptionally smooth putting surfaces. The operator platform is fully adjustable for unmatched comfort and operator safety.

The transport system featuring a QuickLatch coupler makes transporting from green to green unbelievably quick and simple. Direct hydraulic motor drive for ease of operation and reduced maintenance. Exceptional greens rolling and ultimate useability. That's the GreensPro 1260.

**toro.com**





## GreensPro® 1260

The Toro GreensPro 1260 riding greens roller is the perfect rolling tool for fine sporting turf such as golf greens, bowling greens and tennis courts. Turf that requires a smooth, high performance surface for optimum playing will benefit from precision greens rolling with the GreensPro 1260.



| GREENSPRO 1260, MODEL 44913* |                                                                                                                                            |                             |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>ENGINE</b>                | Honda® GX200 5.5 hp (4.1 kW) @3600 RPM, air-cooled, 4-stroke OHV; mechanically governed.                                                   |                             |
| <b>FUEL</b>                  | Unleaded gas                                                                                                                               |                             |
| <b>TRANSMISSION</b>          | Hydregear PG Pump                                                                                                                          |                             |
| <b>DRIVE</b>                 | Parker hydraulic motor to drive roller                                                                                                     |                             |
| <b>SMOOTHING ROLLS</b>       | 3.44" (87.5 mm) diameter - 4 split rollers. Overlapping twin steering heads.                                                               |                             |
| <b>TRACTION DRIVE ROLLER</b> | 7.24" (183.9 mm) diameter vulcanized rubber coated cylinder, 31.5" (80 cm) long                                                            |                             |
| <b>ROLLING WIDTH</b>         | 47.2" (120 cm)                                                                                                                             |                             |
| <b>GROUND SPEED</b>          | Roll: 0-8 mph (0-12.8 km/h) in either direction                                                                                            |                             |
| <b>CONTROLS</b>              | Tilt steering wheel, directional foot pedals, parking brake, engine stop switch, recoil, choke, fuel shut off, light switch, and hourmeter |                             |
| <b>CONTOUR FOLLOW</b>        | Yes                                                                                                                                        |                             |
| <b>GROUND PRESSURE</b>       | 3.75 PSI (0.26 Bar)                                                                                                                        |                             |
| <b>STEERING</b>              | Wheel, adjustable tilt to 40°                                                                                                              |                             |
| <b>SEAT</b>                  | High-back, adjustable with standard armrests                                                                                               |                             |
| <b>TRAILER</b>               | Integrated with QuickLatch towing system                                                                                                   |                             |
| <b>LIFTING TIRES</b>         | 16 x 6.50 - 8                                                                                                                              |                             |
| <b>LIFTING TIRE PRESSURE</b> | 15 PSI (1.03 Bar)                                                                                                                          |                             |
|                              | OVERALL DIMENSIONS (STORAGE)                                                                                                               | OVERALL DIMENSIONS (TOWING) |
|                              | <b>WIDTH</b>                                                                                                                               | 48" (122 cm)                |
|                              | <b>LENGTH</b>                                                                                                                              | 93" (236 cm)                |
|                              | <b>HEIGHT</b>                                                                                                                              | 47" (119 cm)                |
| <b>WEIGHT</b>                | 679 lbs. (309 kg)                                                                                                                          |                             |
| <b>WARRANTY</b>              | Two-year limited warranty. Refer to operator's manual for further details.                                                                 |                             |

\*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.  
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



Professional Turf Products, L.P.

10935 Eicher Dr.  
Lenexa, Kansas 66219  
Jacob Rockhold  
(682) 208-0496  
rockholdj@proturf.com



Count on it.



|           |                                                                                                                                                                                                            |              |                     |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------|
| Ship To   | Spring Valley Golf Course                                                                                                                                                                                  | Date:        | 6/17/2026           |
| Bill To   | City of Neosho                                                                                                                                                                                             | Tax Rate     |                     |
| Contact   | Toby Burkhardt                                                                                                                                                                                             | Destination  |                     |
| Address   | 1850 Clubhouse Rd<br>Neosho MO 64850                                                                                                                                                                       | Trade-In     |                     |
| Phone     | (417) 337-1206                                                                                                                                                                                             | Finance      |                     |
| Email     | tobyb@maxim.golf                                                                                                                                                                                           | Account Type | Sourcewell Contract |
|           |                                                                                                                                                                                                            | CPQ: ID      | 04350039            |
| Comments: | Sourcewell Cooperative Contract #112624-TTC; City of Neosho MO ID #32689. Applicable Property and Sales Tax Not Included. Quote inclusive of equipment setup and delivery to Neosho MO address identified. |              |                     |

Proposal

| Qty             | Model # | Description                                                                   | Extended     |
|-----------------|---------|-------------------------------------------------------------------------------|--------------|
| 1               | 44913   | Toro GreensPro 1260 (Armrest and LED<br>Light Kits Standard)<br><b>GP1260</b> | \$ 20,032.27 |
| SubTotal        |         |                                                                               | \$ 20,032.27 |
| Destination     |         |                                                                               | Included     |
| Tax (Estimated) |         |                                                                               | -            |
| TOTAL           |         |                                                                               | \$ 20,032.27 |

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
  - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
  - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
  - PTP will work with third party financial institutions to secure leases when requested to do so.
  - When using third party financiers, documentation fees & advance payments may be required.
  - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Bill No. 2026-39: YMCA Municipal Pool Management Contract

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**ORIGINATING DEPARTMENT:** City Clerk

**ATTACHMENT:**

1. Bill No. 2026-39 YMCA Municipal Pool Management Contract Amended

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**PURPOSE:**

The purpose of this item is to approve an amended agreement with Tri-State Family Young Men's Christian Association for the management and operation of the Neosho Municipal Pool.

**BACKGROUND:**

The City of Neosho and Tri-State Family Young Men's Christian Association entered into the original pool operations agreement on November 21, 2023, under Ordinance No. 462-2023. The proposed amendment updates the final year of the agreement to address additional operating expenses that were not fully anticipated, including labor-related costs, overhead, and other costs associated with pool operations. The amendment also clarifies that party rental fees may be collected under the agreement.

**RECOMMENDATION:**

Staff recommends approval of the amended agreement with Tri-State Family Young Men's Christian Association for continued management and operation of the Neosho Municipal Pool, including the revised compensation and updated fee provisions, and recommends adoption of the attached ordinance and authorize the Mayor to execute.



**AN ORDINANCE of the City of Neosho, Missouri, authorizing the City to enter an Amended Agreement with Tri-State Family Young Men’s Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool with an amended not to exceed additional price of Seventeen Thousand Six Hundred and 00/100 Dollars (\$17,600.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.**

WHEREAS, the City of Neosho and the Tri-State Family Young Men’s Christian Association entered into an Agreement on November 21, 2023, authorized under Ordinance No. 462-2023; and

WHEREAS, under the original agreement a payment in the amount of \$47,741.00 would be payable by the City of Neosho to Tri-State Family Young Men’s Christian Association; and

WHEREAS, Tri-State Family Young Men’s Christian Association as requested additional payment of \$17,600.00 for the final year under the term of the original agreement to cover unexpected labor and overhead costs, and for the Agreement to allow additional party rental fees to be collected;

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

Section 1. That the Amended Agreement by and between the City of Neosho, Missouri, and Tri-State Family Young Men’s Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool with an amended not to exceed additional price of Seventeen Thousand Six Hundred 00/100 Dollars (\$17,600.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

**AMENDED INDEPENDENT CONTRACTOR  
AND LICENSE AGREEMENT**

THIS AMENDED INDEPENDENT CONTRACTOR AND LICENSE AGREEMENT (“this Agreement”) is made and entered into this \_\_\_\_ day of July, 2026 (“the Effective Date”), by and between the City of Neosho, Missouri, a Missouri Municipal Corporation (“City”), and Tri-State Family Young Men’s Christian Association, a Missouri Non-Profit Corporation (“Contractor”), and with City and Contractor being referred to collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, hereinafter referred to as “the Property”; and

WHEREAS, Contractor is a Missouri Non-Profit Corporation with aquatics facilities and programming; and

WHEREAS, City and Contractor executed an Independent Contractor and License Agreement dated November 21, 2023; and

WHEREAS, City and Contractor desire to amend that original agreement.

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

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.
2. Term. The original term of this Agreement shall commence on the Effective Date of the original agreement, for a term of three (3) years extending to and until December 5, 2026.
3. Contractor’s Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:
  - a. Contractor agrees to manage and operate the Property as a municipal pool.
  - b. Contractor agrees to comply with all applicable licensing and regulations, including those promulgated by the Missouri Department of Health and Senior Services.
  - c. Although the exact dates may change from year to year, it is the intent of the Parties that the pool will be open to the public daily between Memorial Day and Labor Day of each year. City will fill the pool with water at least 10 days prior to opening to the public each year. Contractor will immediately notify City if Contractor closes the pool during normal hours of operation.

d. Contractor is entitled to retain any admission and rental income from the Property. Contractor will charge Neosho residents as follows: free for ages 3 and under; \$2.00 daily for ages 4-15; and \$3.00 daily for ages 16 and over. Neosho residents may rent the municipal pool at the rate of \$350 for 2 hours without inflatables or \$400 for 2 hours with inflatables. In no event will Neosho residents be charged more than non-residents. However, Contractor may waive the foregoing fees for its members as a benefit of membership.

e. Contractor will provide an adequate number of lifeguards, all of whom will be certified by the Red Cross or YMCA.

f. Contractor will maintain the Property, including day-to-day cleaning of the grounds, locker rooms, and pool. Contractor is responsible for the cost of locker room paper products. Contractor will maintain the chemistry of the pool. Contractor is responsible for the cost of pool chemicals. Contractor is responsible for the cost of electric utilities for the months of May, June, July, and August. City is responsible for mowing the Property. City is responsible for all other utilities.

g. Contractor will have the exclusive right to provide swimming lessons and water exercise at the Property.

h. Contractor will immediately notify City of any necessary repairs at the Property. Any repairs will be at City's sole discretion.

i. Contractor will immediately notify City of any injuries on the Property.

j. City and Contractor may agree to additional services as herein provided.

4. Costs and Payment. It is agreed by the Parties that Contractor will be compensated for the foregoing Scope of Services at the annual rate of \$45,000.00. Contractor will be paid as follows: 25% on May 25 of each year; 25% on June 25 of each year; 25% on July 25 of each year; and 25% on August 25 of each year. Contractor may annually increase the fees payable under this Agreement by an amount not to exceed the average annual change for the prior calendar year in the Consumer Price Index for All Urban Consumers – All Items (seasonally unadjusted) (collectively the "CPI-U"). In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

Additionally, City will pay to Contractor the sum of \$17,600.00 to assist with costs of labor and overhead of Contractor in the performance of the duties under this Agreement.

5. 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.

6. License. City grants Contractor a non-exclusive license to access and use the real property and improvements commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, herein referred to as "the Property" for the purpose of managing and operating the Property as a municipal pool.

7. License Fee. Intentionally omitted

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

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

10. 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.

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

12. Attorney's Fees and Expenses. Intentionally omitted.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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.

20. 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.

21. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, Contractor shall carry general liability and automobile insurance policies with coverage limits of no less than \$2 million per policy.

22. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

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

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

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

24. 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.

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

26. 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. Either party may terminate this Agreement, without cause, by giving the other party sixty (60) days' written notice of the same.

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

28. 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.

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

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



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

CITY OF NEOSHO,  
MISSOURI

TRI-STATE FAMILY YOUNG MEN'S  
CHRISTIAN ASSOCIATION

\_\_\_\_\_  
Tom Workman, Mayor

\_\_\_\_\_  
Benjamin Coffey, CEO

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool for the not to exceed price of Forty Five Thousand and 00/100 Dollars (\$45,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool for the not to exceed price of Forty Five Thousand and 00/100 Dollars (\$45,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 5<sup>th</sup> day of December, 2023, by a vote of 7-yes  
0-no

  
Richard Davidson, Mayor

ATTEST:

  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

  
Jordan L. Paul, City Attorney



**INDEPENDENT CONTRACTOR  
AND LICENSE AGREEMENT**

THIS INDEPENDENT CONTRACTOR AND LICENSE AGREEMENT ("this Agreement") is made and entered into this 21 day of ~~December~~ <sup>November</sup>, 2023 ("the Effective Date"), by and between the City of Neosho, Missouri, a Missouri Municipal Corporation ("City"), and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation ("Contractor"), and with City and Contractor being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City is the owner of real property and improvements, commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, hereinafter referred to as "the Property"; and

WHEREAS, Contractor is a Missouri Non-Profit Corporation with aquatics facilities and programming; and

WHEREAS, City desires to hire Contractor to manage and operate the Property as a municipal pool pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor desires be hired by City to manage and operate the Property as a municipal pool pursuant to the terms and conditions of this Agreement.

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

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.
2. Term. The original term of this Agreement shall commence on the Effective Date, for a term of three (3) years extending to and until December 5, 2026.
3. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:
  - a. Contractor agrees to manage and operate the Property as a municipal pool.
  - b. Contractor agrees to comply with all applicable licensing and regulations, including those promulgated by the Missouri Department of Health and Senior Services.
  - c. Although the exact dates may change from year to year, it is the intent of the Parties that the pool will be open to the public daily between Memorial Day and Labor Day of each year. City will fill the pool with water at least 10 days prior to opening to the public each



year. Contractor will immediately notify City if Contractor closes the pool during normal hours of operation.

d. Contractor is entitled to retain any admission and rental income from the Property. Contractor will charge Neosho residents as follows: free for ages 3 and under; \$2.00 daily for ages 4-15; and \$3.00 daily for ages 16 and over. Neosho residents may rent the municipal pool at the rate of \$200 for 2 hours without inflatables or \$250 for 2 hours with inflatables. In no event will Neosho residents be charged more than non-residents. However, Contractor may waive the foregoing fees for its members as a benefit of membership.

e. Contractor will provide an adequate number of lifeguards, all of whom will be certified by the Red Cross or YMCA.

f. Contractor will maintain the Property, including day-to-day cleaning of the grounds, locker rooms, and pool. Contractor is responsible for the cost of locker room paper products. Contractor will maintain the chemistry of the pool. Contractor is responsible for the cost of pool chemicals. Contractor is responsible for the cost of electric utilities for the months of May, June, July, and August. City is responsible for mowing the Property. City is responsible for all other utilities.

g. Contractor will have the exclusive right to provide swimming lessons and water exercise at the Property.

h. Contractor will immediately notify City of any necessary repairs at the Property. Any repairs will be at City's sole discretion.

i. Contractor will immediately notify City of any injuries on the Property.

j. City and Contractor may agree to additional services as herein provided.

4. Costs and Payment. It is agreed by the Parties that Contractor will be compensated for the foregoing Scope of Services at the annual rate of \$45,000.00. Contractor will be paid as follows: 25% on May 25 of each year; 25% on June 25 of each year; 25% on July 25 of each year; and 25% on August 25 of each year. Contractor may annually increase the fees payable under this Agreement by an amount not to exceed the average annual change for the prior calendar year in the Consumer Price Index for All Urban Consumers – All Items (seasonally unadjusted) (collectively the "CPI-U"). In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

5. 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.

6. License. City grants Contractor a non-exclusive license to access and use the real property and improvements commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, herein referred to as "the Property" for the purpose of managing and operating the Property as a municipal pool.

7. License Fee. Intentionally omitted

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

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

10. 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.

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

12. Attorney's Fees and Expenses. Intentionally omitted.

13. 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.

14. 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.

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



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

17. 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.

18. 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.

19. 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.

20. 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.

21. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, Contractor shall carry general liability and automobile insurance policies with coverage limits of no less than \$2 million per policy.

22. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

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

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

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



---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Bill No. 2026-40: Consider an application for annexation of property near Industrial Drive and Lusk Drive.

---

**ORIGINATING DEPARTMENT:** Development Services Department

**ATTACHMENT:**

1. Bill No. 2026-40 Approving Annexation of Industrial Lusk - Reyes Investments
  2. IndustrialAnnex0001
  3. IndustrialZoning0001
  4. Reyes Investments Industrial Drive Newspaper Ad
- 

**PURPOSE:**

Reyes Investment LLC has requested and completed an application requesting to annex the subject property into city limits.

**BACKGROUND:**

Reyes Investments LLC has requested annexation of this property, which is contiguous with city limits. This will provide them with access to city utilities. This has been heard by the Planning and Zoning Commission and was recommended for approval. There has been no public comment received.

**RECOMMENDATION:**

Staff recommends approval.

**AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Reyes Investment, LLC, a Missouri limited liability company, owner of real property located on Industrial Drive and near Lusk Drive, Neosho, Missouri, 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 June 16, 2026; 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 located on Industrial Drive and near Lusk Drive, Neosho, Missouri, is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

*See the Legal Description in Exhibit "A"*

**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.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of \_\_\_\_\_,  
2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney



## EXHIBIT A

Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning. EXCEPT 16 rods squarely off the West side thereof. ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning. ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning.



## Planning and Zoning Department

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

# ANNEXATION APPLICATION

### LEGAL OWNER(s):

NAME(S): Reyes Investment LLC  
STREET ADDRESS OWNER(S): 17825 Medina Ln  
CITY, STATE, ZIP CODE: Neosho, MO 64850  
MAILING ADDRESS: Same as owner's address  
PHONE: 419-800-6730  
OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: \_\_\_\_\_

### PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: (21-3.0-0.5-000-000-003.000)  
ARE ANY RESIDENCES LOCATED ON PROPERTY: None  
NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR  
**BUSINESS(ES)** ON PROPERTY: None  
REQUESTED ZONING: R2 for ~~residential~~ single family homes and duplexes  
ELECTRIC PROVIDER: Liberty  
NATURAL GAS PROVIDER: Spire  
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: [Signature] DATE: 05-05-26

OWNER NAME (print): Reyes Investment LLC

CO-OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-OWNER NAME (print): \_\_\_\_\_

### Staff Use Only

Application Accepted. By: [Signature]

Date: 5/18/2026

Time: 14:18

- ☒ 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 05 day of May, 2026.

OWNER SIGNATURE: [Signature] DATE: 05-05-2026

OWNER NAME (print): Rexes investment LLC

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 SOLE OWNERSHIP

Reyes investment LLC  
Property Owner

STATE OF MISSOURI     )  
                                          ) ss.  
COUNTY OF NEWTON    )

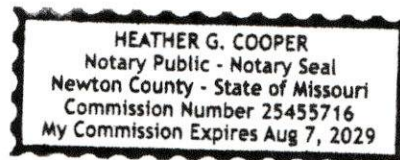
On this 8<sup>th</sup> day of May, 2020, before me personally appeared Heather G Cooper, to me personally known, who being duly sworn, declared that she/he is the person who signed the foregoing instrument as sole owner of the property and acknowledged said instrument to be the free act and deed of said property owner and that the statements therein contained are true. And the said Francisco Reyes further declared himself/herself to be single and unmarried.

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

Heather Cooper  
HG

Notary Public

My commission expires: Aug 7, 2029



**GENERAL WARRANTY DEED**

File Number: 726000285

THIS DEED, made and entered into this 4<sup>th</sup> day of March, 2026, by and between Travis Lake and Abby Lake, husband and wife, as Grantor, and Reyes Investment, LLC, a Missouri Limited Liability Company, as Grantee, whose mailing address is:

17825 Medina Ln, Neosho, MO 64850

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Newton and State of Missouri, to-wit:

See attached "Exhibit A"

Subject to easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in the fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes, assessments, general and special, not now due and payable, and that Grantor will warrant and defend title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.



**Acknowledgement**

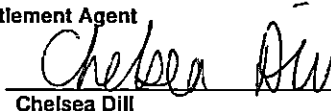
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Apex Title & Closing Services, LLC to cause the funds to be disbursed in accordance with this statement.

**Reyes Investment, LLC, a Missouri Limited Liability Company**

By:

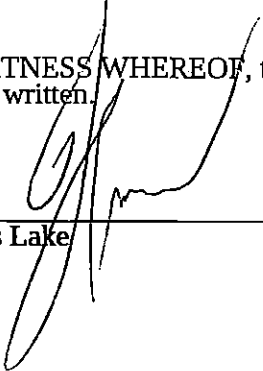
  
Francisco Estuardo Reyes Morales, Member

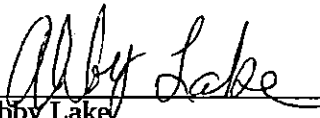
**Settlement Agent**

  
Chelsea Dill



IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

  
\_\_\_\_\_  
Travis Lake

  
\_\_\_\_\_  
Abby Lake

STATE OF MISSOURI }

} ss.

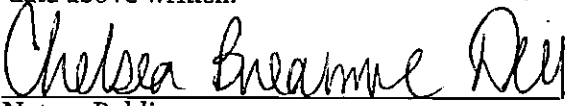
Acknowledgment

COUNTY OF NEWTON }

On this 4<sup>TH</sup> day of March, 2026, before me the undersigned Notary Public in and for said County and State, personally appeared Travis Lake and Abby Lake, husband and wife, known to me to be or sufficiently proven to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that they had executed the same for the consideration, uses and purposes therein contained and set forth.

WITNESS my hand and official seal on the date above written.

My Commission Expires:  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public

CHELSEA BREANNE DILL  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 11, 2028  
NEWTON COUNTY  
COMMISSION #24657549

### Exhibit A

#### Tract 1:

Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning.

EXCEPT 16 rods squarely off the West side thereof.

ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning.

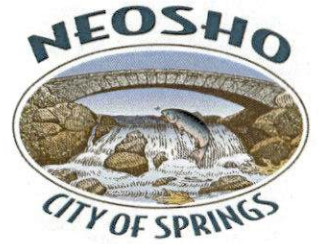
ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning. Subject to any existing easements.

#### Tract 2:

Part of the East Half of the East Half of Fractional Section 5, Township 24, Range 32, Newton County, Missouri, sometimes described as the East Half of the Southeast Quarter of Fractional Section 5, described as beginning at the Northwest corner of said tract, thence East along the North line thereof 16 rods, thence South 30 rods, thence West 16 rods more or less to the West line of said East Half of the East Fractional Half of Section 5, thence North to place of beginning.



# Neosho, MO



## Legend

### Neosho Streets

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

### Parcel

Parcel Number/Acres

### Land Hook

- DASHED LAND HOOK
- SOLID LAND HOOK

## Notes

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



# CITY OF NEOSHO

## REMITTANCE TO CITY TREASURY

Date: 5/18/2026 Department DEVELOPMENT SERVICES

| DESCRIPTION        | CODE | AMOUNT   |
|--------------------|------|----------|
| BUILDING PERMITS   | BP   | \$50.00  |
| WATER TAPS         | WT   |          |
| SEWER SADDLE       | SW   |          |
| LICENSE FEE        | OL   |          |
| PLANNING & ZONING  | PZ   | \$200.00 |
| STREET CUT DEPOSIT | C2   |          |
|                    |      |          |
|                    |      |          |
| Reyes Investments  |      |          |
| Rec 68036          |      |          |
| Re Zoning          |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
| TOTAL REMITTANCE   |      | \$250.00 |

City of Neosho  
203 E Main

00669059  
05/18/2026  
1:42 PM

000000

On Line Pay  
Cash Remitted  
Checks  
Credit Cards

\$250.00

Deposit Total \$250.00

PREPARED BY: Nancy Tomlinson 5/18/2026

ASSIGNED BY: Julia Bloch 5/18/2026  
Date

CR 250.00  
BP  
Building Permits-REYES I  
NVESTMENTS 50.00  
PZ  
Planning & Zoning Fees-R  
EYES INVESTMENTS 200.00

|    |          |        |
|----|----------|--------|
| CR | 00669059 | \$0.00 |
|----|----------|--------|

Finance Number

| CK # | Amount | Purpose | Receipt |
|------|--------|---------|---------|
|------|--------|---------|---------|

Total: 250.00

Cash Amount: 0.00  
Change 0.00  
Check Amount: 250.00  
1267  
Credit Card: 0.00

# City of Neosho

68036

203 E. MAIN · NEOSHO, MO 64850  
(417) 451-8050 · FAX (417) 451-8065

DATE 5/18  
NAME: Reyes Investments  
ADDRESS: \_\_\_\_\_

AMOUNT PAID: \$ 250<sup>00</sup>

DIRECT DEPOSIT ☐ CHECK ☒ # 12677

CREDIT CARD ☐ CASH ☐

FOR Zoning

Vacate lot 4100 + Reyes

| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
|-----------|--------|-----------|--------|
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |

by Mary

SPECIALTY BLUE HIGH SECURITY



PAY TO THE ORDER OF

two hundred fifty

DOLLARS

Heat Sensitive Ink

ARVEST®

BANK

arvest.com

MEMO for Zoning Industrial lot

1:08 290087 21 1257 004400955 211

LOOK FOR FRAUD-DETERMINING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

REYES INVESTMENT LLC  
PH. 479-800-6730  
17825 MEDINA LN.  
NEOSHO, MO 64850

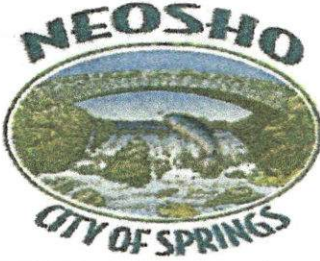
ARVEST

DATE 5-18-26

\$ 250<sup>00</sup>

81-87/829

1267



## Planning and Zoning Department

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

# PLANNING AND ZONING APPLICATION

### PROJECT TITLE & TYPE

- |                                                       |                                                   |
|-------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Preliminary Plat / Site Plan | <input type="checkbox"/> Vacation of Right-of-Way |
| <input type="checkbox"/> Special Use Permit           | <input type="checkbox"/> Board of Adjustments     |
| <input checked="" type="checkbox"/> Rezoning          | <input type="checkbox"/> Vacation of Easement     |
| <input type="checkbox"/> Final Plat / Site Plan       | <input type="checkbox"/> Other _____              |

### INFORMATION

| APPLICANT            |                          | PROJECT (21-3.0-0.5-000-000-003.000) |                                           |
|----------------------|--------------------------|--------------------------------------|-------------------------------------------|
| Name                 | <u>Francisco E Reyes</u> | Project Location                     | <u>Industrial dr, across from Lusk</u>    |
| Address              | <u>17825 Medina Ln</u>   | Existing Use                         | <u>Vacant Lot</u>                         |
| Phone                | <u>419-800-6730</u>      | Proposed Use                         | <u>Single family homes &amp; duplexes</u> |
| Contact Person Name  | <u>Maria S Medina</u>    | Existing Zone                        | <u></u>                                   |
| Contact Person Phone | <u>419-800-6730</u>      | Proposed Zone                        | <u>B2</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.

[Signature]  
Signature of Owner

05-05-2026

Date

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Date

#### Staff Use Only

Application Accepted...

Date 5/18/2026

Time 14:18

By [Signature]

- |                                                                            |
|----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Application Fee Received               |
| <input checked="" type="checkbox"/> Deed Attached                          |
| <input checked="" type="checkbox"/> Parcel Map Attached                    |
| <input checked="" type="checkbox"/> Property Owners Within 200 Ft Attached |
| <input checked="" type="checkbox"/> Publication Fee Received               |





**GENERAL WARRANTY DEED**

File Number: 726000285

THIS DEED, made and entered into this 4<sup>th</sup> day of March, 2026, by and between Travis Lake and Abby Lake, husband and wife, as Grantor, and Reyes Investment, LLC, a Missouri Limited Liability Company, as Grantee, whose mailing address is:

17825 Medina Ln, Neosho, MO 64850

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Newton and State of Missouri, to-wit:

See attached "Exhibit A"

Subject to easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in the fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes, assessments, general and special, not now due and payable, and that Grantor will warrant and defend title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.



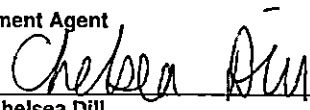
**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize **Apex Title & Closing Services, LLC** to cause the funds to be disbursed in accordance with this statement.

**Reyes Investment, LLC, a Missouri Limited Liability Company**

By:   
Francisco Estuardo Reyes Morales, Member

**Settlement Agent**

  
Chelsea Dill



IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

Travis Lake

Abby Lake

STATE OF MISSOURI

}

} ss.

Acknowledgment

COUNTY OF NEWTON

}

On this 4<sup>TH</sup> day of March, 2026, before me the undersigned Notary Public in and for said County and State, personally appeared Travis Lake and Abby Lake, husband and wife, known to me to be or sufficiently proven to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that they had executed the same for the consideration, uses and purposes therein contained and set forth.

WITNESS my hand and official seal on the date above written.

My Commission Expires:

Chelsea Breanne Dill  
Notary Public

CHELSEA BREANNE DILL  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 11, 2028  
NEWTON COUNTY  
COMMISSION #24657549

### Exhibit A

#### Tract 1:

Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning.

EXCEPT 16 rods squarely off the West side thereof.

ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning.

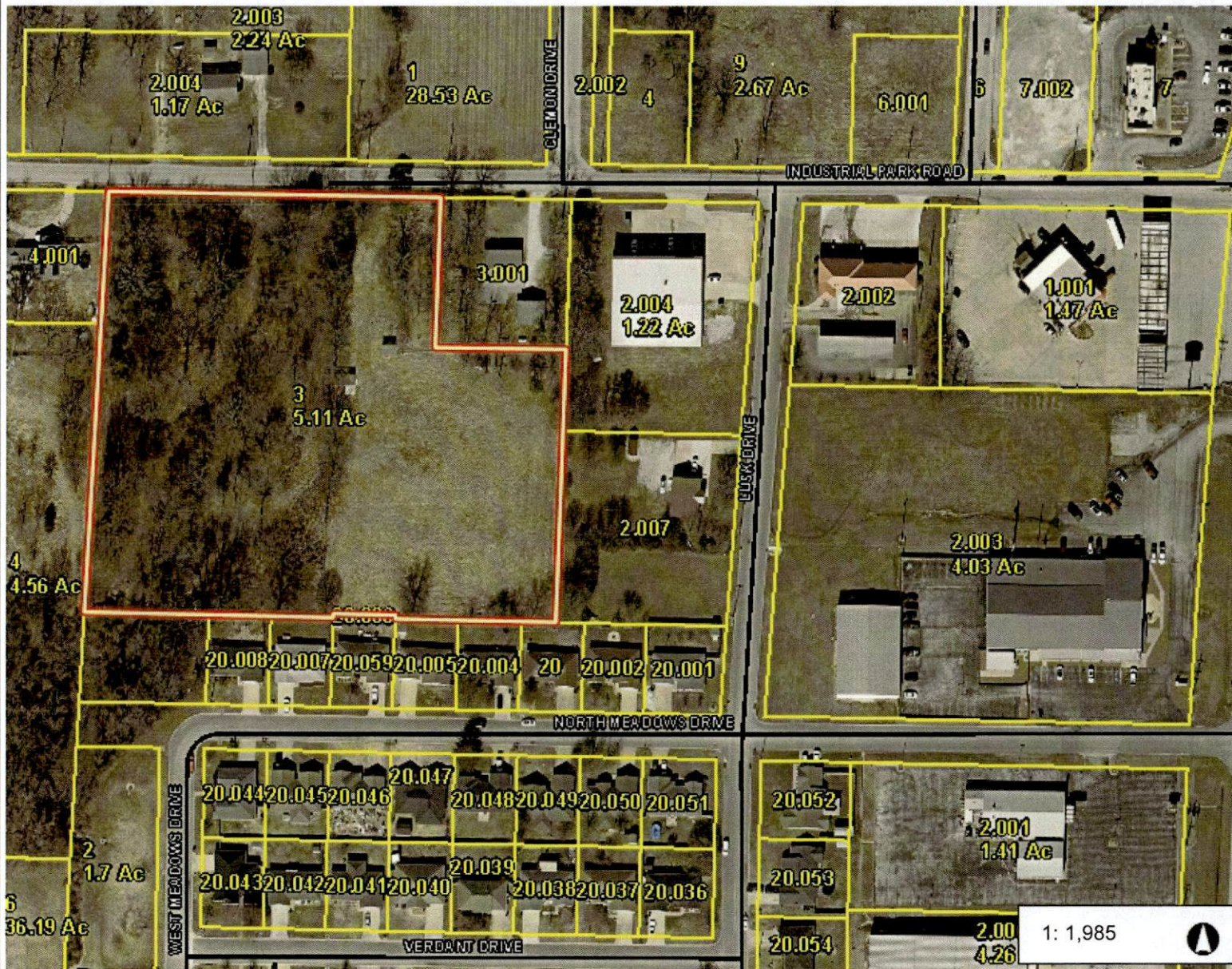
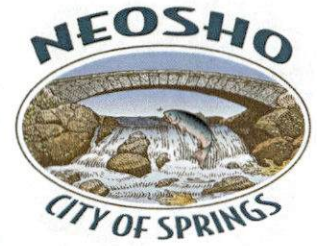
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# Neosho, MO



## Legend

### Neosho Streets

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

### Parcel

Parcel Number/Acres

### Land Hook

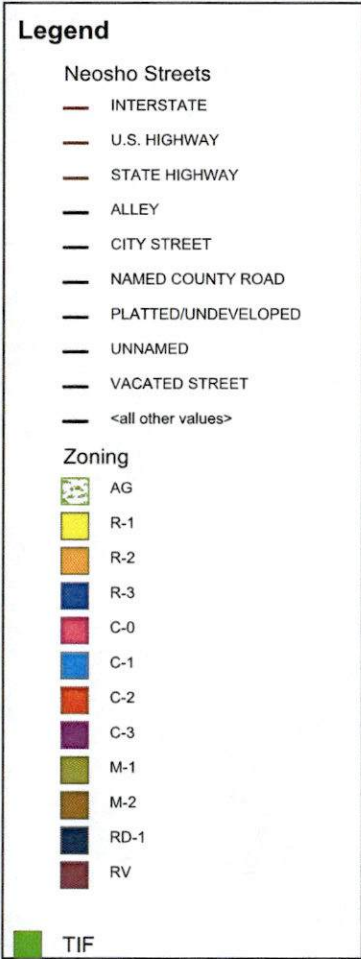
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## Notes

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Neosho, MO



20.054 2.00 1: 1,985 

## Notes



# CITY OF NEOSHO

## REMITTANCE TO CITY TREASURY

Date: 5/18/2026 Department DEVELOPMENT SERVICES

| DESCRIPTION        | CODE | AMOUNT   |
|--------------------|------|----------|
| BUILDING PERMITS   | BP   | \$50.00  |
| WATER TAPS         | WT   |          |
| SEWER SADDLE       | SW   |          |
| LICENSE FEE        | OL   |          |
| PLANNING & ZONING  | PZ   | \$200.00 |
| STREET CUT DEPOSIT | C2   |          |
|                    |      |          |
|                    |      |          |
| Reyes Investments  |      |          |
| Rec 68036          |      |          |
| Re Zoning          |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
| TOTAL REMITTANCE   |      | \$250.00 |

City of Neosho  
203 E Main

00669059  
05/18/2026  
1:42 PM

000000

|               |          |
|---------------|----------|
| On Line Pay   |          |
| Cash Remitted |          |
| Checks        | \$250.00 |
| Credit Cards  |          |
| Deposit Total | \$250.00 |

APPROVED BY: Nancy Tomlinson 5/18/2026  
CASHIER: Julia Bloch 5/18/2026  
Date

|                |         |        |
|----------------|---------|--------|
| CR             | 1069059 | \$0.00 |
| Finance Number |         |        |

CR 250.00  
BP  
Building Permits-REYES I  
NVESTMENTS 50.00  
PZ  
Planning & Zoning Fees-R  
EYES INVESTMENTS 200.00

CK # Amount Purpose Receipt

Total:250.00

Cash Amount:0.00  
Change 0.00  
Check Amount:250.00  
1267  
Credit Card:0.00

# City of Neosho

68036

203 E. MAIN · NEOŠHO, MO 64850  
(417) 451-8050 · FAX (417) 451-8065

DATE 5/18  
NAME: Reyes Investments  
ADDRESS: \_\_\_\_\_

AMOUNT PAID: \$ 250<sup>00</sup>

DIRECT DEPOSIT ☐ CHECK ☒ # 12677

CREDIT CARD ☐ CASH ☐

FOR Zoning

Vacant lot 4100 + Reyes

| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
|-----------|--------|-----------|--------|
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |

by Marcy

SPECIALTY BLUE HIGH SECURITY



PAY TO THE ORDER OF

ARVEST®

BANK

arvest.com

MEMO: Reyes Investments

1008290087210 1257 001400955211

Two hundred Fifty

ARVEST®

DATE 5-18-20

\$ 250<sup>00</sup>

DOLLARS

Heat Sensitive Ink

REYES INVESTMENT LLC  
PH. 479-800-6730  
17825 MEDINA LN.  
NEOSHO, MO 64850

81-87/829

1267



## Notice of Public Hearing

### Planning and Zoning Public Hearing

June 9<sup>th</sup>, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

### City Council Public Hearing

June 16<sup>th</sup>, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation and zoning of property on Industrial Drive near Lusk Drive as R-2, Second Dwelling House District described as:

Exhibit A Tract 1: Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning. EXCEPT 16 rods squarely off the West side thereof. ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning. ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning.

Subject to any existing easements. Tract 2: Part of the East Half of the East Half of Fractional Section 5, Township 24, Range 32, Newton County, Missouri, sometimes described as the East Half of the Southeast Quarter of Fractional Section 5, described as beginning at the Northwest corner of said tract, thence East along the North line thereof 16 rods, thence South 30 rods, thence West 16 rods more or less to the West line of said East Half of the East Fractional Half of Section 5, thence North to place of beginning.

Inquiries please contact:

Tim Lewis  
City of Neosho  
Development Services Department  
(417) 451-8050

---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Bill No. 2026-41: Consider an application for rezoning of property located near Industrial Drive and Lusk Drive from R-1 to R-2

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**ORIGINATING DEPARTMENT:** Development Services Department

**ATTACHMENT:**

1. Bill No. 2026-41 Approving Rezoning of Industrial Lusk - Reyes Investment - R-2
  2. IndustrialAnnex0001
  3. IndustrialZoning0001
  4. Reyes Investments Industrial Drive Newspaper Ad
- 

**PURPOSE:**

Reyes Investment LLC has requested to rezone the property from the default R-1 First Dwelling House District to R-2, Second Dwelling House District.

**BACKGROUND:**

Reyes Investments LLC has also requested annexation of this property, which is contiguous with city limits. If the City Council approves the annexation, the property will be assigned as R1 by code. The property owner has requested this property to be rezoned as R-2, Second Dwelling House District with a plan to develop single family homes and duplex units on the property. This area has nearby commercial property and an R-1 property located to the south.

**RECOMMENDATION:**

Staff recommends approval of the rezoning due to existing R-2 near Lusk Dr and Meadows Dr and established commercial zoning in the area.



**AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located on Industrial Drive and near Lusk Drive, Neosho, Missouri, as requested by the owner, Reyes Investment, LLC, a Missouri limited liability company, from a District “R-1” First Dwelling House District to a District “R-2,” Second Dwelling House District.**

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Reyes Investment, LLC, a Missouri limited liability company, to rezone property located at Industrial Drive and near Lusk Drive, Neosho, Missouri from District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District for property legally described as:

*See the Legal Description in Exhibit “A”*

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 Industrial Drive and near Lusk Drive, Neosho, Missouri, as requested by the owner, Reyes Investment, LLC, a Missouri limited liability company and same to be amended and changed from a District “R-1” First Dwelling House District to a District “R-2” Second Dwelling House District for the property legally described as follows:

*See the Legal Description in Exhibit “A”*

**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.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

## EXHIBIT A

Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning. EXCEPT 16 rods squarely off the West side thereof. ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning. ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning.





## Planning and Zoning Department

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

# ANNEXATION APPLICATION

### LEGAL OWNER(s):

NAME(S): Reyes Investment LLC  
STREET ADDRESS OWNER(S): 17825 Medina Ln  
CITY, STATE, ZIP CODE: Neosho, MO 64850  
MAILING ADDRESS: Same as owner's address  
PHONE: 419-800-6730  
OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: \_\_\_\_\_

### PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: (21-3.0-0.5-000-000-003.000)  
ARE ANY RESIDENCES LOCATED ON PROPERTY: None  
NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR  
**BUSINESS(ES)** ON PROPERTY: None  
REQUESTED ZONING: R2 for ~~residential~~ single family homes and duplexes  
ELECTRIC PROVIDER: Liberty  
NATURAL GAS PROVIDER: Spire  
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: [Signature] DATE: 05-05-26

OWNER NAME (print): Reyes Investment LLC

CO-OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-OWNER NAME (print): \_\_\_\_\_

### Staff Use Only

Application Accepted. By: [Signature]

Date: 5/18/2026

Time: 14:18

- ☒ 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 05 day of May, 2026.

OWNER SIGNATURE: [Signature] DATE: 05-05-2026

OWNER NAME (print): Rexes investment LLC

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 SOLE OWNERSHIP

Reyes investment LLC  
Property Owner

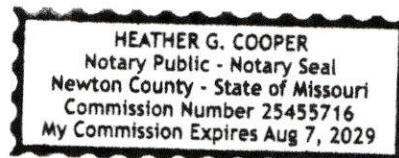
STATE OF MISSOURI     )  
                                          ) ss.  
COUNTY OF NEWTON    )

On this 8<sup>th</sup> day of May, 2020, before me personally appeared Heather G Cooper, to me personally known, who being duly sworn, declared that she/he is the person who signed the foregoing instrument as sole owner of the property and acknowledged said instrument to be the free act and deed of said property owner and that the statements therein contained are true. And the said Francisco Reyes further declared himself/herself to be single and unmarried.

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

Heather Cooper  
Notary Public

My commission expires: Aug 7, 2029





**GENERAL WARRANTY DEED**

File Number: 726000285

THIS DEED, made and entered into this 4<sup>th</sup> day of March, 2026, by and between Travis Lake and Abby Lake, husband and wife, as Grantor, and Reyes Investment, LLC, a Missouri Limited Liability Company, as Grantee, whose mailing address is:

17825 Medina Ln, Neosho, MO 64850

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Newton and State of Missouri, to-wit:

See attached "Exhibit A"

Subject to easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in the fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes, assessments, general and special, not now due and payable, and that Grantor will warrant and defend title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.



**Acknowledgement**

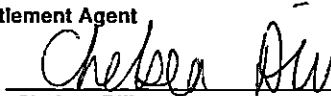
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Apex Title & Closing Services, LLC to cause the funds to be disbursed in accordance with this statement.

**Reyes Investment, LLC, a Missouri Limited Liability Company**

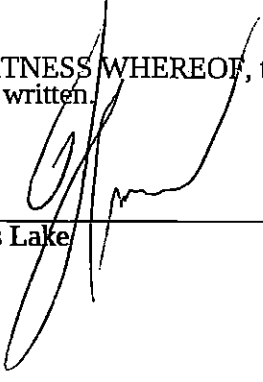
By:

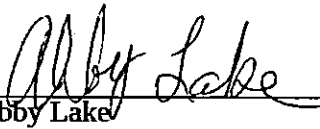
  
Francisco Estuardo Reyes Morales, Member

**Settlement Agent**

  
Chelsea Dill

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

  
\_\_\_\_\_  
Travis Lake

  
\_\_\_\_\_  
Abby Lake

STATE OF MISSOURI }

} ss.

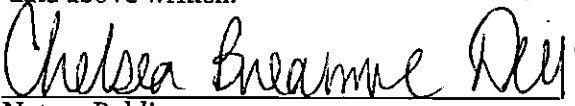
Acknowledgment

COUNTY OF NEWTON }

On this 4<sup>TH</sup> day of March, 2026, before me the undersigned Notary Public in and for said County and State, personally appeared Travis Lake and Abby Lake, husband and wife, known to me to be or sufficiently proven to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that they had executed the same for the consideration, uses and purposes therein contained and set forth.

WITNESS my hand and official seal on the date above written.

My Commission Expires:  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public

CHELSEA BREANNE DILL  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 11, 2028  
NEWTON COUNTY  
COMMISSION #24657549



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EXCEPT 16 rods squarely off the West side thereof.

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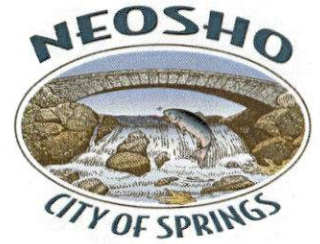
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# Neosho, MO



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- STATE HIGHWAY
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- CITY STREET
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- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>

### Parcel

Parcel Number/Acres

### Land Hook

- DASHED LAND HOOK
- SOLID LAND HOOK

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# CITY OF NEOSHO

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Date: 5/18/2026 Department DEVELOPMENT SERVICES

| DESCRIPTION        | CODE | AMOUNT   |
|--------------------|------|----------|
| BUILDING PERMITS   | BP   | \$50.00  |
| WATER TAPS         | WT   |          |
| SEWER SADDLE       | SW   |          |
| LICENSE FEE        | OL   |          |
| PLANNING & ZONING  | PZ   | \$200.00 |
| STREET CUT DEPOSIT | C2   |          |
|                    |      |          |
|                    |      |          |
| Reyes Investments  |      |          |
| Rec 68036          |      |          |
| Re Zoning          |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
| TOTAL REMITTANCE   |      | \$250.00 |

City of Neosho  
203 E Main

00669059  
05/18/2026  
1:42 PM

000000

On Line Pay  
Cash Remitted  
Checks  
Credit Cards

\$250.00

Deposit Total \$250.00

PREPARED BY: Nancy Tomlinson 5/18/2026

ASSIGNED BY: Julia Bloch 5/18/2026  
Date

CR 250.00  
BP  
Building Permits-REYES I  
NVESTMENTS 50.00  
PZ  
Planning & Zoning Fees-R  
EYES INVESTMENTS 200.00

Total: 250.00

|    |          |        |
|----|----------|--------|
| CR | 00669059 | \$0.00 |
|----|----------|--------|

Finance Number

| CK # | Amount | Purpose | Receipt |
|------|--------|---------|---------|
|------|--------|---------|---------|

Cash Amount: 0.00  
Change 0.00  
Check Amount: 250.00  
1267  
Credit Card: 0.00



# City of Neosho

68036

203 E. MAIN · NEOSHO, MO 64850  
(417) 451-8050 · FAX (417) 451-8065

DATE 5/18  
NAME: Reyes Investments  
ADDRESS: \_\_\_\_\_

AMOUNT PAID: \$ 250<sup>00</sup>

DIRECT DEPOSIT ☐ CHECK ☒ # 12677

CREDIT CARD ☐ CASH ☐

FOR Zoning

Vacate lot 4100 + Reyes

| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
|-----------|--------|-----------|--------|
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |

by Mary

SPECIALTY BLUE HIGH SECURITY



PAY TO THE ORDER OF

two hundred fifty

DOLLARS

Heat Sensitive Ink

ARVEST®

BANK

arvest.com

MEMO for Zoning Industrial lot

100829008721 1257 004400955211

LOOK FOR FRAUD-DETERRENT FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

REYES INVESTMENT LLC  
PH. 479-800-6730  
17825 MEDINA LN.  
NEOSHO, MO 64850

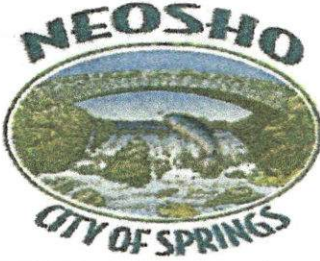
ARVEST®

DATE 5-18-26

\$ 250<sup>00</sup>

81-87/829

1267



## Planning and Zoning Department

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

# PLANNING AND ZONING APPLICATION

### PROJECT TITLE & TYPE

- |                                                       |                                                   |
|-------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Preliminary Plat / Site Plan | <input type="checkbox"/> Vacation of Right-of-Way |
| <input type="checkbox"/> Special Use Permit           | <input type="checkbox"/> Board of Adjustments     |
| <input checked="" type="checkbox"/> Rezoning          | <input type="checkbox"/> Vacation of Easement     |
| <input type="checkbox"/> Final Plat / Site Plan       | <input type="checkbox"/> Other _____              |

### INFORMATION

| APPLICANT            |                          | PROJECT (21-3.0-0.5-000-000-003.000) |                                           |
|----------------------|--------------------------|--------------------------------------|-------------------------------------------|
| Name                 | <u>Francisco E Reyes</u> | Project Location                     | <u>Industrial dr, across from Lusk</u>    |
| Address              | <u>17825 Medina Ln</u>   | Existing Use                         | <u>Vacant Lot</u>                         |
| Phone                | <u>419-800-6730</u>      | Proposed Use                         | <u>Single family homes &amp; duplexes</u> |
| Contact Person Name  | <u>Maria S Medina</u>    | Existing Zone                        | <u></u>                                   |
| Contact Person Phone | <u>419-800-6730</u>      | Proposed Zone                        | <u>B2</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.

[Signature]  
Signature of Owner

05-05-2026  
Date

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Date

#### Staff Use Only

Application Accepted...

Date 5/18/2026

Time 14:18

By [Signature]

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





**GENERAL WARRANTY DEED**

File Number: 726000285

THIS DEED, made and entered into this 4<sup>th</sup> day of March, 2026, by and between Travis Lake and Abby Lake, husband and wife, as Grantor, and Reyes Investment, LLC, a Missouri Limited Liability Company, as Grantee, whose mailing address is:

17825 Medina Ln, Neosho, MO 64850

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Newton and State of Missouri, to-wit:

See attached "Exhibit A"

Subject to easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in the fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes, assessments, general and special, not now due and payable, and that Grantor will warrant and defend title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.



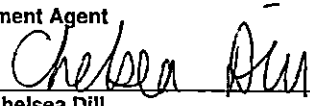
**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize **Apex Title & Closing Services, LLC** to cause the funds to be disbursed in accordance with this statement.

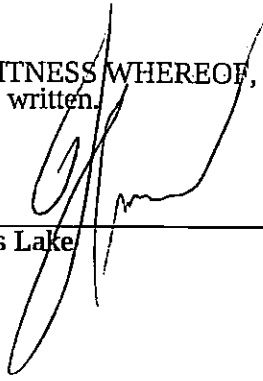
**Reyes Investment, LLC, a Missouri Limited Liability Company**

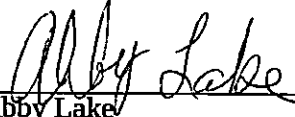
By:   
Francisco Estuardo Reyes Morales, Member

**Settlement Agent**

  
Chelsea Dill

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

  
\_\_\_\_\_  
Travis Lake

  
\_\_\_\_\_  
Abby Lake

STATE OF MISSOURI \_\_\_\_\_

}

} ss.

Acknowledgment

COUNTY OF NEWTON \_\_\_\_\_

}

On this 4<sup>TH</sup> day of March, 2026, before me the undersigned Notary Public in and for said County and State, personally appeared Travis Lake and Abby Lake, husband and wife, known to me to be or sufficiently proven to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that they had executed the same for the consideration, uses and purposes therein contained and set forth.

WITNESS my hand and official seal on the date above written.

My Commission Expires:  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public

CHELSEA BREANNE DILL  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 11, 2028  
NEWTON COUNTY  
COMMISSION #24657549



### Exhibit A

#### Tract 1:

Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning.

EXCEPT 16 rods squarely off the West side thereof.

ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning.

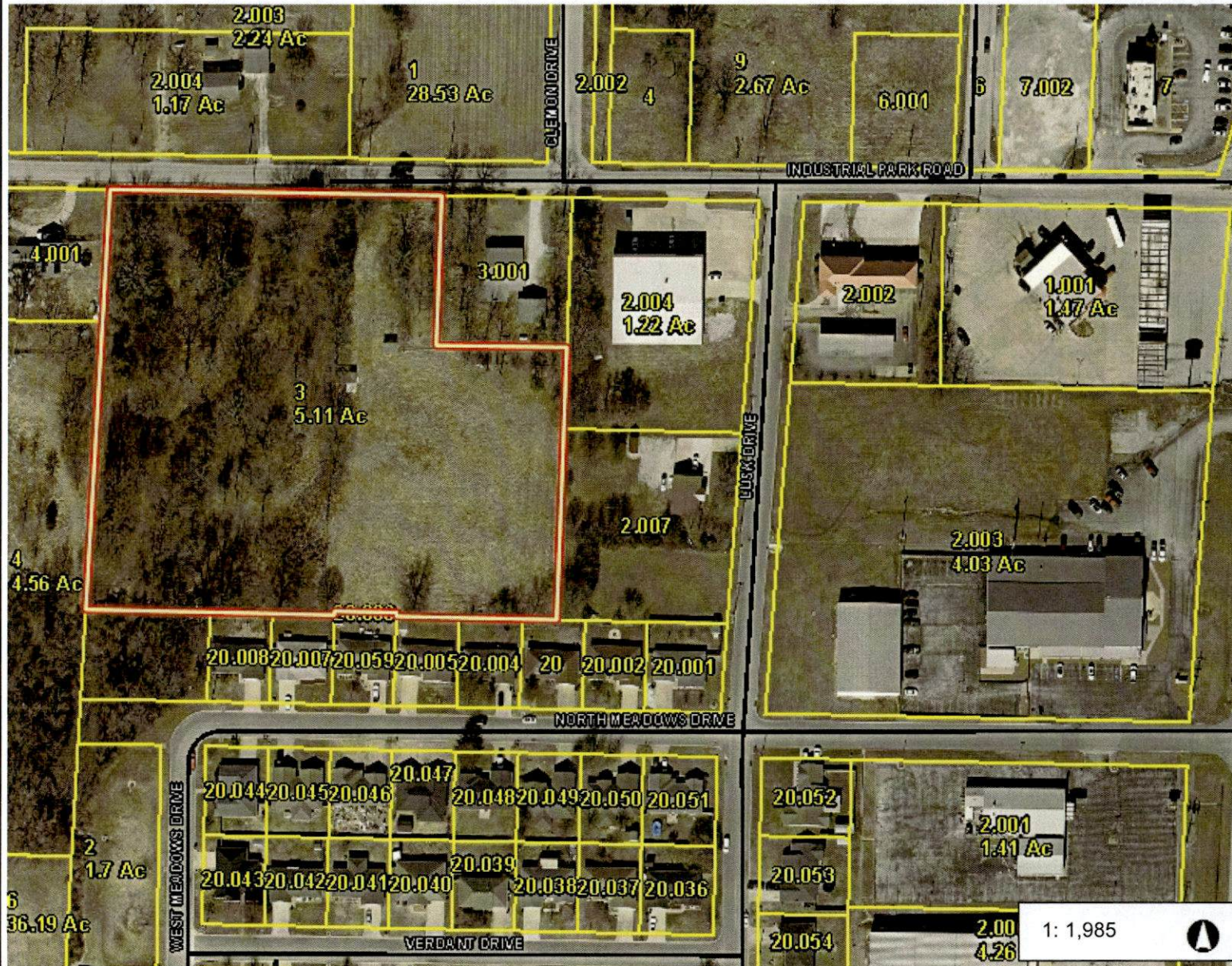
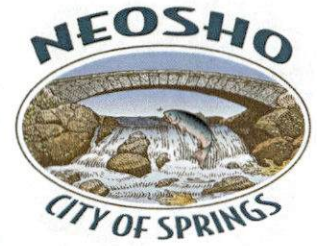
ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning. Subject to any existing easements.

#### Tract 2:

Part of the East Half of the East Half of Fractional Section 5, Township 24, Range 32, Newton County, Missouri, sometimes described as the East Half of the Southeast Quarter of Fractional Section 5, described as beginning at the Northwest corner of said tract, thence East along the North line thereof 16 rods, thence South 30 rods, thence West 16 rods more or less to the West line of said East Half of the East Fractional Half of Section 5, thence North to place of beginning.



# Neosho, MO



## Legend

### Neosho Streets

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

### Parcel

Parcel Number/Acres

### Land Hook

- DASHED LAND HOOK
- SOLID LAND HOOK

330.8 0 165.41 330.8 Feet

1: 1,985

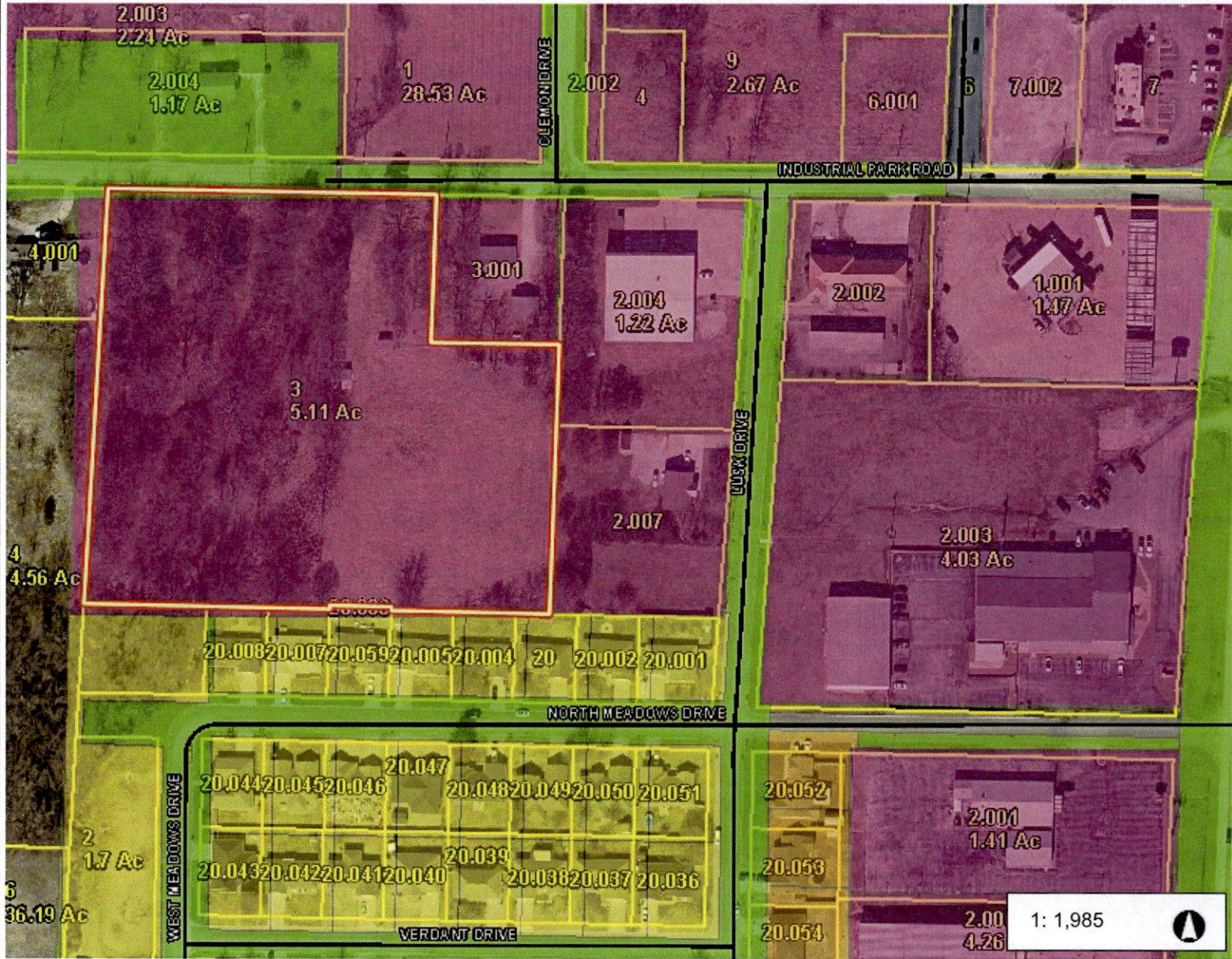


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes



Neosho, MO



Legend

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

Zoning

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

TIF

Notes

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



# CITY OF NEOSHO

## REMITTANCE TO CITY TREASURY

Date: 5/18/2026 Department DEVELOPMENT SERVICES

| DESCRIPTION        | CODE | AMOUNT   |
|--------------------|------|----------|
| BUILDING PERMITS   | BP   | \$50.00  |
| WATER TAPS         | WT   |          |
| SEWER SADDLE       | SW   |          |
| LICENSE FEE        | OL   |          |
| PLANNING & ZONING  | PZ   | \$200.00 |
| STREET CUT DEPOSIT | C2   |          |
|                    |      |          |
|                    |      |          |
| Reyes Investments  |      |          |
| Rec 68036          |      |          |
| Re Zoning          |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
|                    |      |          |
| TOTAL REMITTANCE   |      | \$250.00 |

City of Neosho  
203 E Main

00669059  
05/18/2026  
1:42 PM

000000

|               |          |
|---------------|----------|
| On Line Pay   |          |
| Cash Remitted |          |
| Checks        | \$250.00 |
| Credit Cards  |          |
| Deposit Total | \$250.00 |

APPROVED BY: Nancy Tomlinson 5/18/2026  
CASHIER: Julia Bloch 5/18/2026  
Date

|                |         |        |
|----------------|---------|--------|
| CR             | 1069059 | \$0.00 |
| Finance Number |         |        |

CR 250.00  
BP  
Building Permits-REYES I  
NVESTMENTS 50.00  
PZ  
Planning & Zoning Fees-R  
EYES INVESTMENTS 200.00

CK # Amount Purpose Receipt

Total:250.00

Cash Amount:0.00  
Change 0.00  
Check Amount:250.00  
1267  
Credit Card:0.00

# City of Neosho

68036

203 E. MAIN · NEOŠHO, MO 64850  
(417) 451-8050 · FAX (417) 451-8065

DATE

5/18

NAME:

Reyes Investments

ADDRESS:

AMOUNT PAID: \$ 250<sup>00</sup>

DIRECT DEPOSIT ☐

CHECK ☒

# 12677

CREDIT CARD ☐

CASH ☐

FOR

Zoning

Vacant lot 4100 + Reyes

| ACCOUNT # | AMOUNT | ACCOUNT # | AMOUNT |
|-----------|--------|-----------|--------|
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |
|           |        |           |        |

by

Marcy

SPECIALTY BLUE HIGH SECURITY



PAY TO THE ORDER OF

City of Neosho

Two hundred Fifty

00

DOLLARS

\$ 250<sup>00</sup>

Heat Sensitive Ink

ARVEST

DATE

5-18-26

1267

PH 479-800-6730

17825 MEDINA LN.

NEOSHO, MO 64850

ARVEST BANK

atvest.com

MEMO to Zoning

Industrial lot

1267 001400955211

LOOK FOR PAID-DETERMINING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-SENSITIVE INK. DETAILS ON BACK.

Page 138 of 238

## Notice of Public Hearing

### Planning and Zoning Public Hearing

June 9<sup>th</sup>, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

### City Council Public Hearing

June 16<sup>th</sup>, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation and zoning of property on Industrial Drive near Lusk Drive as R-2, Second Dwelling House District described as:

Exhibit A Tract 1: Part of the East Half of the East Fractional Half of Section 5, Township 24, Range 32, described as beginning at the Northwest corner of above described tract and running thence East along the North line of Section 5, a distance of 32 rods; thence South 30 rods; thence West 32 rods more or less to West line of the East Half of the East Fractional Half Section 5; thence North along said West line to the point of beginning. EXCEPT 16 rods squarely off the West side thereof. ALSO EXCEPT a tract of land lying Northerly of Lot 6 in the Meadows Addition Plat 2, an addition to the City of Neosho and being located in the Northeast Quarter of Section 5, Township 24, Range 32, Newton County, Missouri, commencing at the Northeast corner of said Section 5; thence West along the North line of Section 5 a distance of 789.07 feet; thence S 02°00' W 495.0 feet to the North line of Lot 3 of the Meadows Addition Plat 2; thence N 90°00'00" W along the North line of the Meadows Addition Plat 2 a distance of 176.45 feet to the true point of beginning; thence continuing N 90°00'00" W along said North line 74.33 feet; thence leaving said North line N 00°50'19" E 4.41 feet; thence S 89°50'04" E 74.53 feet; thence S 03°39'51" W 4.21 feet to the true point of beginning. ALSO EXCEPT A part of the East Half of the Fractional East Half of Section 5, Township 24 North, Range 32 West, Newton County, Missouri, described as commencing at the Northeast corner of said Section 5; thence along the North line thereof S89°59'10"W 789.07 feet (m. N89°09'02"W 789.33 feet); thence S2°W 20.01 feet (m. S2°51'47"W 20.80 feet) to a found iron pin on the South right of way line of Industrial Park Drive, the point of beginning; thence S2°W (m. S2°51'47"W) 168.5 feet; thence N89°09'02"W 145.0 feet; thence N2°51'47"E 168.50 feet to the South line of Industrial Park Drive; thence S89°09'02"E 145.0 feet to the point of beginning.



Subject to any existing easements. Tract 2: Part of the East Half of the East Half of Fractional Section 5, Township 24, Range 32, Newton County, Missouri, sometimes described as the East Half of the Southeast Quarter of Fractional Section 5, described as beginning at the Northwest corner of said tract, thence East along the North line thereof 16 rods, thence South 30 rods, thence West 16 rods more or less to the West line of said East Half of the East Fractional Half of Section 5, thence North to place of beginning.

Inquiries please contact:

Tim Lewis  
City of Neosho  
Development Services Department  
(417) 451-8050

---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Bill No. 2026-42: Surplus of Golf Carts

---

**ORIGINATING DEPARTMENT:** City Clerk

**ATTACHMENT:**

1. Bill No. 2026-42 Surplus Golf Carts

---

**PURPOSE:**

To surplus 10 2020 model golf carts.

**BACKGROUND:**

The city council has authorized staff to purchase 10-electric golf carts from Clear Creek Golf out of Ozark, Missouri. These carts are to be traded in as a part of this purchase.

**RECOMMENDATION:**

Approve the surplus as presented.

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

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

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

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

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

**BX2040-115134**

**BX2040-115168**

**BX2040-115141**

**BX2040-115132**

**BX2040-115149**

**BX2040-115140**

**BX2040-115166**

**BX2040-115156**

**BX2040-115137**

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 3<sup>rd</sup> day of February, 2026 by a vote of \_\_\_\_\_ YES and \_\_\_\_\_ NO.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Richard Davidson, Mayor

APPROVED:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

CITY SEAL



---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026**ITEM:** Bill No. 2026-43: Global Record Management System Contract

---

**ORIGINATING DEPARTMENT:** Police Department**ATTACHMENT:**

1. Bill No. 2026-43 Agreement w-TACX - Global - NPD
  2. Neosho\_PD TAC.X SaaS Agreement\_06.11.2026\_Final
  3. CityofNeosho\_SOW\_Revised Final
  4. Neosho PD, MO RMS\_Phase 1 Pricing
  5. Neosho PD, MO RMS\_Phase 2 Pricing
- 

**PURPOSE:**

To request City Council approval for the City of Neosho Police Department to enter into an agreement with TAC 10, Incorporated (TAC.X) for the purchase, implementation, and ongoing subscription of a cloud-based Records Management System (RMS), including all associated software, services, and integrations necessary to modernize police operations.

**BACKGROUND:**

The Neosho Police Department has evaluated its current records management capabilities and identified the need for a modern, cloud-based system to improve operational efficiency, reporting accuracy, data sharing, and compliance with state and federal requirements. The proposed solution from TAC 10, Incorporated (TAC.X) includes a comprehensive RMS platform delivered as a Software-as-a-Service (SaaS) solution, along with implementation services, data conversion, integrations with existing systems (including Central Square), and enhanced reporting and evidence management functionality. The project is structured in two phases:

**Phase 1 – Core System Implementation and Go-Live**

- Includes system configuration, data conversion, reporting, integrations, and initial deployment.
- Total Phase 1 Cost: **\$262,350.00** [\[Neosho PD,...1 Pricing\]](#)

**Phase 2 – Additional Functionality and Integrations**

- Includes expanded capabilities such as report redaction, expungement handling, advanced integrations, and additional system enhancements.
- Total Phase 2 Cost: **\$46,000.00** [\[Neosho PD,...2 Pricing\]](#)

**Total Project Cost (Phases 1 & 2 Combined):**

- **\$308,350.00**

In addition to the implementation costs, the agreement includes ongoing subscription services:

**Annual Subscription Costs**

- **\$22,900 per year** for software access, hosting, and support services
- Initial term: 1 year with automatic annual renewals unless terminated in accordance with the agreement

The subscription fee covers access to the TAC.X system, system hosting, maintenance, and ongoing technical support. An ordinance has been prepared authorizing the City to enter into this agreement and authorizing the Chief of Police to execute the agreement on behalf of the City. This system will significantly enhance the department's ability to manage records, meet reporting requirements (including NIBRS), streamline workflows, and improve interoperability with other criminal justice systems.

**RECOMMENDATION:**

Staff recommends approval of the ordinance authorizing the City of Neosho to enter into an agreement with TAC 10, Incorporated for the implementation and ongoing subscription of the TAC.X Records Management System, in the total project amount of \$308,350.00, plus annual subscription costs of \$22,900, subject to annual appropriations. This investment is necessary to modernize the Police Department's records management capabilities, improve efficiency, and ensure long-term operational effectiveness and compliance.

**AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the TAC 10, Incorporated, an Iowa corporation, for the purpose of providing license to the Neosho Police Department for Global Public Safety software for the not to exceed amount \$100,950.00, with subsequent services subject to annual appropriations; and authorizing the Neosho Chief of Police to execute the same by and on behalf of the City of Neosho.**

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

**Section 1.** That the Agreement by and between the City of Neosho, Missouri, and TAC 10, Incorporated, an Iowa corporation, for the purpose of providing license to the Neosho Police Department for Global Public Safety software for the not to exceed amount \$100,950.00, with subsequent services subject to annual appropriations, 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 Neosho Chief of Police 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 be in full force and effect on \_\_\_\_\_, 2026

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of July, 2026, by a vote of 2026.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

\_\_\_\_\_  
Derek A. Snyder, City Attorney





## Software As A Service Agreement

This **Software As A Service Agreement** (the “**Agreement**”), is entered into on \_\_\_\_\_ (the “**Effective Date**”) by and between City of Neosho Police Department, with its principal place of business at 203 E Main St. Neosho, MO 64850, (“**Customer**”) and TAC 10, INCORPORATED, (“TAC.X”) an Iowa corporation with its principal place of business at 1005 Technology Pkwy, Cedar Falls, IA 50613.

**WHEREAS**, TAC 10, Incorporated is the legal entity that markets, sells and distributes the TAC.X™ Offerings under the platform of the Global Public Safety business unit (hereinafter referred to as “TAC.X”).

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) “**Annual Subscription Fees**” means the annual subscription fees set out in Schedule “A” to this Agreement.
- (b) “**Change Order**” means any written documentation between the Customer and TAC.X evidencing their agreement to change particular aspects of this Agreement.
- (c) “**Completion of Services**” means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.
- (d) “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of TAC.X shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that TAC.X may provide to Customer from time to time, including without limitation, all information disclosed by TAC.X relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party’s Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of TAC.X shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that TAC.X may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by TAC.X relating to the security of its facilities, computer systems and products.
- (e) “**Conversion Costs**” shall have the meaning set forth in Section 9 of this Agreement.
- (f) “**Data**” means all incident related data that is provided by Customer to TAC.X and all other content transmitted, posted, received or created through Customer’s use of the Services or the Software.
- (g) “**Documentation**” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

- (h) **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Billable Services, and Conversion Costs.
- (i) **“Order Forms”** means the proposal or purchase order executed by You and delivered to the Company for the purpose of gaining access to the Services. Order Forms are incorporated herein by reference.
- (j) **“Professional Service(s)”** means those professional service(s) listed in Schedule “A” to this Agreement.
- (k) **“Professional Services Fees”** means the professional service(s) fees set out in Schedule “A” to this Agreement and Section 12 of this Agreement.
- (l) **“Services”** means the web-based services commonly referred to as “software as a service” to be provided by or on behalf of TAC.X under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by TAC.X and the delivery of non-exclusive access via the Internet to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Software.
- (m) **“Software”** means the software product(s) that are listed in Schedule “A” to this Agreement.
- (n) **“Support Services”** means those billable support services to be provided by TAC.X as further described in Schedule “B” to this Agreement.
- (o) **“Third Party Components”** means any third party telecommunications, managed facilities and/or software applications and services that TAC.X or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services, including but not limited to the list set forth in Schedule “F” of this Agreement.
- (p) **“User(s)”** means employees, consultants, contractors or agents of Customer that have been authorized by the Customer in writing to access and use the Software.

## 2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, execution by TAC.X and Customer of an Order Form and payment by Customer of the Annual Subscription Fees, TAC.X hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Software on an annual subscription basis and in accordance with the Documentation solely for Customer’s internal business purposes, and (b) to use, copy and modify the Documentation solely for the purpose of creating and using training materials relating to the Software. Services are as presently available, and as may be modified from time to time, and that Customer acknowledges and agrees that its subscription is neither contingent on the delivery of any future functionality nor dependent on any oral or written representations by TAC.X regarding future functionality.

## 3. Fees

In consideration of receiving the Services, Professional Services, and Billable Services, Customer agrees to pay TAC.X the Fees and all applicable travel and lodging expenses as described in an Order Form in accordance with the payment terms set out in Schedule A. The Annual Subscription Fee is payable in full prior to the start of each term, and is non-refundable. Fees on any Renewal Term are subject to annual price increases.

The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on TAC.X' net income).

If any Fees are not paid when due, then at TAC.X' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) TAC.X may suspend the Service, including all Customer access to the Service, pursuant to Section 13(c).

TAC.X reserves the right to perform an annual audit on Customer's use of the Services to determine the actual number of concurrent Users accessing the Services per Agency during the term of the previous year. Should the audit reveal a number of Users accessing the Services are in excess of the number of Users for which a subscription was purchased, TAC.X reserves the right to adjust its annual Subscription Services invoice accordingly.

#### **4. Term**

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the date the Order Form is executed and shall continue for a period of one year (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

#### **5. Restrictions on Use**

In addition to its termination rights under Section 13, TAC.X may restrict or limit Customer's access to the Services if TAC.X reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in TAC.X's reasonable opinion poses any risk of any kind or nature to TAC.X or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, TAC.X will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after TAC.X has had reasonable assurance that such conduct has been permanently discontinued.

- (a) Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the rights granted under this Agreement or otherwise use the Services or the Software except as expressly permitted by this Agreement without the prior written consent of TAC.X.
- (b) The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Services or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c) The Customer may duplicate Documentation, at no additional charge, for the Customer's use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized Users shall have access to or use of the Software.
- (e) The Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) The Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of TAC.X.
- (g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or



misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

- (h) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (i) The Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

## **6. SaaS Services**

- (a) TAC.X shall provide all facilities, equipment, software and services required to deliver the Services.
- (b) TAC.X shall provide access to the Software to Users. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, except for planned downtime as announced via the Services or unplanned downtime caused by circumstances beyond its reasonable control.
- (c) TAC.X reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. TAC.X shall inform Customer of such criteria but TAC.X shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, TAC.X reserves its rights to not grant to such Users access to the Software. TAC.X reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) TAC.X shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software.
- (e) TAC.X shall comply with the terms and conditions regarding access and use of Data as set out in Section 14 of this Agreement.
- (f) The TAC.X's Privacy Statement is attached hereto and made a part hereof as Schedule "C". TAC.X reserves the right to modify its privacy and security policies from time to time. Providing security for the information entered into TAC.X's Internet Application(s) is of paramount importance to TAC.X. TAC.X takes appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of Customer's personally identifying information. TAC.X uses Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with TAC.X hosted systems. TAC.X operates in compliance with the FBI CJIS Security Policy.
- (g) Customer acknowledges that in order to provide the Services TAC.X may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third-Party Components is based solely on the best information available to TAC.X and its service providers as of the Effective Date including third party representations and government regulations, and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by TAC.X to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of TAC.X' control, then (a) TAC.X shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) TAC.X may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 13(f).

## **7. Customer Responsibilities**

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation

process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the TAC.X to achieve the Completion of Services related to any Professional Services supplied by TAC.X. To enable TAC.X to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with TAC.X' practices.

- (b) Project Manager.** The Customer shall appoint a project manager who shall work closely with TAC.X to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.
- (c) Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. TAC.X shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by TAC.X.
- (d) Passwords.** Customer agrees to comply with all TAC.X security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify TAC.X in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify TAC.X immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- (e) Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by TAC.X from time to time for Users; and (iii) informing TAC.X of any information about Users' actions that may affected either the Software or third party data contained in the Software, or TAC.X's ability to provide Services as contemplated by this Agreement.
- (f) Compliance with Laws.** Customer represents and warrants to TAC.X that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as TAC.X's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to TAC.X' servers; and (iii) Data is encrypted.

TAC.X DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS' USERS' CONNECTION TO OR USE OF THE INTERNET, AND TAC.X SHALL NOT BE RESPONSIBLE FOR ANY USE BY

CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

## 8. Data Conversion

TAC.X offers data conversion as part of its Professional Services. The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical conversion includes information such as names, addresses, and phone numbers. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in the Services pricing proposals but these are only estimates. If not already included in this Agreement as part of Schedule A, TAC.X will notify Customer of final conversion costs after inspections or sample data can be examined to verify data formats and data integrity. In such event, and upon receipt by TAC.X of notice in writing from Customer that such conversion costs are acceptable, such costs shall form of this Agreement (the "**Conversion Costs**"). Any costs associated with obtaining the data from the existing vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by TAC.X.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule A to this Agreement.

## 9. Support Services

(a) **Support Services.** The Support Services listed in Schedule "B" are Subject to the terms and conditions of this Agreement. TAC.X shall provide the Support Services in accordance with Schedule "B".

(b) **Manner of Performance.** TAC.X shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. TAC.X shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to the Customer personnel. TAC.X will communicate openly with the Customer in its methodology, manner and means.

## 10. Warranty and Warranty Disclaimer

(a) **Limited Warranty.** TAC.X warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in TAC.X' online documentation, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for TAC.X to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13(b).

(b) **Authority.** Each party represents and warrants to the other party that it has the legal power and authority to enter into this Agreement. Customer further represents and warrants to TAC.X that it has not provided any false information to gain access to the Services.

(c) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.



TAC.X, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

TAC.X DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, TAC.X DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF TAC.X.

#### **11. Limitations on Liability**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF TAC.X AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY TAC.X IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER TO TAC.X UNDER THIS AGREEMENT.

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL TAC.X BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

#### **12. Change Order Process**

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of TAC.X applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require TAC.X to provide additional work hours, TAC.X may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### 13. Cancellations and Termination

This Agreement may be terminated as follows:

- (a) Either party may terminate this Agreement by notifying the other party in writing one hundred twenty (120) days in advance, which termination shall only become effective upon the expiration of the then current Term, whether that be the Initial Term or a Renewal Term.
- (b) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.
- (c) If Customer has failed to pay any amounts when due under this Agreement, TAC.X shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- (d) TAC.X may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of TAC.X.
- (e) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (f) If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(h) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to TAC.X within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

### 14. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and TAC.X will immediately cease to perform the Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to TAC.X (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Customer shall return to TAC.X, or at TAC.X's option, purge or destroy all copies of any Confidential Information of TAC.X in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

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- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect TAC.X's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all Fees that are due to TAC.X, TAC.X will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a comma separated value format (.csv file)). The anticipated services to provide a copy of the Data are five (5) business days and will be billed at TAC.X's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, TAC.X shall destroy all copies of the Data and delete all Data on the database and an Officer of TAC.X shall certify the destruction and deletion to the Customer. Subject to any legal requirement that TAC.X must retain a copy of the Data, TAC.X shall not delete the Data for thirty (30) days from the date of termination except: (i) where TAC.X has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following thirty (30) days from the date of termination if Customer has not communicated with TAC.X regarding the Data, TAC.X shall have the right to delete all Data at any time as either required by law or as determined by TAC.X in its sole discretion. Notwithstanding the foregoing, TAC.X shall be permitted to delete all Data without providing notification to Customer and TAC.X shall not be required to adhere to the time frames detailed above where TAC.X is required by law to delete such Data.

## 15. Ownership

- (a) **By TAC.X.** TAC.X, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and TAC.X and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to TAC.X a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or the Software.
- (b) **Customer Data.** As between TAC.X and Customer, all Data will remain the sole and exclusive property of Customer. Customer and other customers share access to all data in master indices, such as people, location, or vehicle records. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to TAC.X a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by TAC.X's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, TAC.X may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to TAC.X a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). TAC.X shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants TAC.X the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes TAC.X to disclose the fact that Customer is a customer of TAC.X and uses the Services.



### (c) Data and Privacy Policy of Customer

The Customer represents and warrants to TAC.X that:

- i. Data that is either provided to or acquired by TAC.X is owned exclusively by Customer and that the Customer has full right and title to provide the Data to TAC.X;
- ii. Data that is either provided to or acquired by TAC.X is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by TAC.X and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv. Customer will not provide TAC.X with data of any kind for which TAC.X either has no need or does not have the right to collect, use and store under the terms of this Agreement.

### 16. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on TAC.X' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse TAC.X in relation to all reasonable fees and other disbursements paid by TAC.X to comply with such requests, whether by an individual or a government body, or to challenge such requests at either TAC.X' or Customer's request. Customer represents and warrants to TAC.X that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

### 17. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold TAC.X and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with the use of the Services by Customer and/or its Users including without limitation; (i) the use of Third Party Components by the Customer and/or its Users; (ii) any breach by Customer and/or its Users of this Agreement; and (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third

party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

## 18. General

- (a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of ~~Iowa~~ Missouri and the federal laws of the United States applicable therein, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts that serve Newton County, Missouri and any dispute shall be filed in the Circuit Court of Newton County, Missouri. . This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.
- (b) **Notice:** TAC.X may give notices related to this Agreement by means of a general notice on the Services, an electronic mail to the Customer's e-mail address on record in the Company's account information, or by written communication sent via first class mail to Customer's billing address on record in the Company's account information. Customer may give notices to TAC.X related to this Agreement shall be in writing and sent by confirmed facsimile or by courier or first-class mail to the fax number or address, respectively, to 1005 Technology Pkwy, Cedar Falls, IA 50613, or as otherwise listed on the Company's website. Such notice, between the parties, shall be deemed to have been given upon the expiration of 72 hours after being sent. Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 18(c).
- (c) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- (d) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- (e) **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (f) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of TAC.X, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (g) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (h) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between TAC.X and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (i) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability

against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

- (j) Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to TAC.X arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, TAC.X will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (k) Force Majeure:** No default, delay or failure to perform on the part of TAC.X shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third-Party Components or other disasters or events. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay.
- (l) Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Data Security), 10(b) (Warranty Disclaimer), 11 (Limitation of Liability), 14 (Effects of Termination), 15 (Ownership), 16 (Confidential Information), 17 (Indemnity), 18 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (m) Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]**

**IN WITNESS WHEREOF**, TAC.X and the Customer have duly executed this Agreement.

**TAC 10, INCORPORATED**

**City of Neosho, MO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **TAC.10, Incorporated**

### **Schedule A: MILESTONE PAYMENT SCHEDULE**

TAC.X provides the following milestone payment schedule for the Software, Equipment, Third Party Software and Services for each Subsystem listed on the Price Schedule as follows:

**Payments Regarding Schedule A (Pricing and Fee Schedule), Dated \_\_\_\_\_:**

**1) Phase I – Initial TAC.X Implementation:**

- a) 100% of hardware (if purchased) and data conversion due at signing of this Agreement
- b) 50% of the total Quotation (minus data conversion) due upon signing of this Agreement
- c) 20% of the total Quotation (minus data conversion) due upon installation of the TAC.X Software
- d) 20% of the total Quotation (minus data conversion) due upon completion of third iteration of data conversion
- e) 10% of the total Quotation (minus data conversion) upon initial go-live of the TAC.X Software

**2) Phase II – Custom Interfaces**

- a) Upon final acceptance of the initial TAC.X go-live in Phase I, Customer will pay 50% of custom interfaces outlined in Phase II.
- b) Upon final acceptance of Phase II, customer will pay the remaining Phase II balance.

**3) Subscription Service & Payments in Subsequent Years**

The term "Annual Subscription" designates annual fees associated with subscription services only. Second year subscription services for each system begins on the anniversary date of TAC.X's installation of the software at customer's site.

- a) Year 1 Annual Subscription: \$22,900 – Due upon signing of this agreement.
- b) Year 2 Annual Subscription: \$22,900 – Invoiced at subsequent renewal period
- c) Year 3 Annual Subscription: \$22,900 – Invoiced at subsequent renewal period
- d) Year 4 Annual Subscription: \$22,900 – Invoiced at subsequent renewal period
- e) Year 5 Annual Subscription: \$22,900 – Invoiced at subsequent renewal period

**4) Other Milestones**

The Customer shall pay TAC.X 100% of any Change Orders.

\*All Professional Services, Billable Services and charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred in accordance with prevailing IRS travel expense/mileage rates, and/or the best available price for coach airline travel and hotel rates. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of Service in accordance with Section 13(c) of the Agreement.

**PAYMENT TERMS:**

The Annual Subscription Fee will be due in advance of the Initial Term and each Renewal Term, and is non-refundable.

Any Professional Services Fee, Billable Services and travel and lodging expenses, if any, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

**ADDITIONAL PROFESSIONAL SERVICE(S) FEES:**

Additional professional services are available via the telephone, and at Customer's request and payment as required herein, on-site. Professional Service work provided via telephone is billed at the rate of \$300.00 per hour. On-site work is billed at the daily rate (min. 8 hours) of two-thousand four-hundred dollars (\$2,400) plus travel, lodging and per diem expenses.

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Professional Services performed one year or more from the date of this Agreement will be billed at the then current TAC.X rate. Help line support does not include training. New employees must be trained by Customer or by making arrangements with TAC.X.

Additional professional services may include but are not limited to: implementation, report creation, application training, and other billable services as set forth in Schedule B.

## Schedule “B”

### Support Services

| SEVERITY              | SEVERITY DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PREMIUM SUPPORT                                      |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Priority 1 - Critical | <ul style="list-style-type: none"><li>▪ The problem critically impacts the Client's ability to do business (mission critical usability problems)</li><li>▪ The system is down/inaccessible</li><li>▪ Results in corruption or loss of data</li><li>▪ No known workaround or solution to the problem at the time the call is logged</li></ul>                                                                                                                                                           | <b>30 minute response</b><br>via<br>Phone Submission |
| Priority 2 - Major    | <ul style="list-style-type: none"><li>▪ Prevents the use of an explicitly documented major function of the software</li><li>▪ A significant number of users are unable to use the system.</li><li>▪ EXISTING User logon issues</li><li>▪ No known workaround or solution to the problem at the time the call is logged</li></ul>                                                                                                                                                                       | <b>2 hour response</b><br>via<br>Phone Submission    |
| Priority 3 – Medium   | <ul style="list-style-type: none"><li>▪ It does not meet the criteria of a priority 1 or priority 2</li><li>▪ Product does not work as explicitly documented</li><li>▪ Non-mission critical usability issues (e.g. printing)</li></ul>                                                                                                                                                                                                                                                                 | 8 business<br>hour response                          |
| Priority 4 – Minor    | <ul style="list-style-type: none"><li>▪ It does not meet the criteria of previous priorities</li><li>▪ The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation.</li><li>▪ Documentation errors</li><li>▪ New user set-up</li><li>▪ New instance/schema set-up</li><li>▪ Data load (example: Citation codes)</li><li>▪ Installation Issues/Access set-up (new user, new machine, new method)</li></ul> | 5 business day<br>response                           |

#### Billable Services:

Including but not limited to the services listed below are services that are out of scope for included Support Services and are, therefore, considered billable services.

- Conversion Costs
- Extended telephone training
- Forms redesign or creation
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services
- Agencies, bulk user set-up
- File imports/exports
- Interfaces to other applications
- Custom modifications (reports, forms, reversal of customizations)
- Data conversions / global modification to setup table data
- Extended Hardware & Operating System support

#### Connection Methods

For certain applications, TAC.X may require that a communication link be established and maintained between TAC.X and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that TAC.X Support staff is able to connect to the site and resolve any issues. TAC.X's supported methods of connection are: Direct internet, Direct Connection (modem), TAC.X's ScreenConnect support tool and Terminal Services (a backup connection may be required for file transfers).

## **Schedule “C”**

### **TAC 10, Incorporated Privacy Statement**

Date of last revision: March 12, 2026

#### **INTRODUCTION**

Protecting personally identifying information and our Customer’s Data stored in TAC.X’s Internet application(s) is a core TAC.X value. This Privacy Statement describes how TAC.X collects and uses the personally identifying information you provide to us in order to access our TAC.X Internet applications. It also describes the choices available to you regarding TAC.X’s use of your personally identifying information, and the steps you can take to access this information, and to request that we correct or delete it.

If you have questions about this Privacy Statement or want to contact us regarding how we handle your data, please send an email to [GlobalSoftwareMarketing@HarrisComputer.com](mailto:GlobalSoftwareMarketing@HarrisComputer.com) or write to us at:

TAC 10, Incorporated - TAC.X  
1005 Technology Pkwy  
Cedar Falls, IA 50613

#### **HOW WE COLLECT INFORMATION**

##### **TAC.X Programs and Services**

TAC.X collects a wide variety of information in the course of providing the TAC.X hosted services. This information applies to both TAC.X application users as well as the information they collect and process in the performance of their duties. All information entered by a TAC.X Agency is the property of the Agency.

#### **HOW WE SHARE YOUR PERSONALLY IDENTIFYING INFORMATION**

We will only disclose your personally identifying information in the following situations

- as required by law such as to comply with a subpoena, or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a written government request
- if TAC.X becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personally identifying information becomes subject to a different privacy statement
- to any other third party with your prior consent to do so

We will share your personally identifying information with third parties only in the ways that are described in this Privacy Statement. We do not otherwise sell your personally identifying information to third parties.

#### **HOW WE SHARE RECORDS YOU ENTER INTO THE APPLICATIONS**

TAC.X Customers electronically submit data or information to the Services for hosting and processing purposes (“Customer Data”). TAC.X will not review, share, distribute, or reference any such Customer Data except as provided in the TAC.X Agreement executed by an End User Agency, or as may be required by law. In accordance with the TAC.X Agreement, TAC.X may access Customer Data only for the purpose of providing the Services, preventing or addressing service or technical problems, at a Customer’s request in connection with customer support matters, or as may be required by law. TAC.X will only share data that has been authorized for sharing by the Agency that originally entered the record.

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## **ACCESSING AND UPDATING YOUR PERSONALLY IDENTIFYING INFORMATION**

To review and update your personally identifying information to ensure it is accurate, contact us; or, if you are an TAC.X customer, use our online tools.

TAC.X will make commercially reasonable efforts to provide you reasonable access to any of your personally identifying information we maintain within 30 days of your access request. We provide this access so you can review it, make corrections or request deletion of your data. If we cannot honor your request within the 30-day period, we will tell you when we will provide access. In the unlikely event that we cannot provide you access to this information, we will explain why we cannot do so.

## **SECURITY**

Providing security for the information entered into TAC.X's Internet Application(s) is of paramount importance to TAC.X. We take appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of your personally identifying information. We use Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with TAC.X hosted systems. We operate in compliance with the FBI CJIS Security Policy.

## **LINKS TO OTHER WEB SITES**

This Privacy Statement applies to TAC.X Web services only. Our Site includes links to other Web sites. If you submit personally identifying information to any of those sites, your information is subject to their privacy statements, which includes but is not limited to Google Privacy Policy located at: <http://www.google.com/policies/privacy/>. We encourage you to carefully read the privacy statement of any Web site you visit.

## **CHANGES TO THIS PRIVACY STATEMENT**

Please note that this Privacy Statement may change from time to time. If we change this privacy statement in ways that affect how we use your personally identifying information, we will advise you of choices you may have as a result of those changes. We will also post a notice on our home page that this Privacy Statement has changed.

## **CONTACTING US**

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to TAC.X Privacy, 1005 Technology Pkwy. Cedar Falls, IA 50613.

## **Schedule D – Transition Plan**

In the event that the City terminates this Agreement due to material breach by the Contractor or does not accept the Software after installation due to errors, malfunctions, or non-performance of the Contractor, the City shall have the right to use the Software until the Software can be replaced in accordance with the Transition Plan provisions in Schedule D of this Agreement.

### **Transition Services Plan**

1. If this Agreement expires or is earlier terminated, the Contractor shall provide transition support services to the City and cooperate in developing a transition plan (the "Transition Plan") in the form of an Amendment to this Agreement.
2. During the Transition Plan, Contractor's time will be limited to transition support services needed to produce required materials and to respond to questions regarding the System to be transitioned to another vendor. Transition support services may include but are not limited to delivering via electronic media, accurate copies of any data that is requested, creation of data conversion and/or migration maps, and other tasks necessary to perform the services and providing materials include but are not limited to assistance including all Documentation so Contractor can provide the transition support services to the City or another vendor.
3. Contractor shall cooperate with the City to develop and implement an orderly transition plan. Contractor shall continue to provide services as set forth in this Agreement to the City until the Transition Plan is completed to the satisfaction of the City.
4. In no event shall the Contractor be obligated under the Transition Plan to disclose any legally recognized proprietary information or trade secrets, such as database schema. In the event that the Contractor asserts a trade secret privilege that impedes progress of the Transition Plan, then the Contractor agrees to grant to the City a month to month renewal option on the same terms and conditions as the prior term, which may be exercised in the sole discretion of the City, and which shall continue until the Transition Plan is successfully concluded.
5. As part of the Transition Plan, Contractor's technical staff familiar with the Contractor's applications and the data structure shall work with the City's information technology staff to create data conversion and migration maps or equivalent to be used to convert the data from the Contractor's application databases to application databases designated by City.
6. Whether or not the parties agree to a Transition Plan, upon notification to the Contractor that the City is ready to convert to a replacement system, the Contractor shall transfer the City's data in a format as may be mutually agreed to by the City and the Contractor. Data conversion services and costs accrued by the Contractor will be billed to the City at Contractor's then currently hourly rate.
7. If this Agreement is terminated by the Contractor, other than for default by the City, then the Contractor shall provide any services necessary to complete the transition to a new vendor or to the City at the Contractor's then currently hourly rates at the time of Transition. If this Agreement expires or is terminated by the City, other than for default by the Contractor, then Contractor shall provide the above transition support services upon

terms mutually agreed upon by the parties. Whether or not the parties agree to a Transition Plan, the Contractor agrees to provide the City a license to continue using the Software on a month-to-month basis and may, subject to negotiation, continue to provide other support services including maintenance, on a month-to-month basis at the then current rates for such services.



# **GLOBAL**

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## **STATEMENT OF WORK**

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TAC.10 IMPLEMENTATION

Prepared For:

**Neosho MO**



### General Information

This Statement of Work (“SOW”) is entered into and agreed upon effective as of \_\_\_\_\_ by and between GLOBAL PUBLIC SAFETY (herein referred to as “TAC.10 INC.”) and the customer identified below (“Customer”). This SOW expressly incorporates by reference the entirety of the SaaS End User License Agreement between TAC.10 INC. and **Agency Name** dated \_\_\_\_\_ (the “Agreement”). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the “Customer” in the Agreement shall be applicable to the Customer identified below. Upon execution by TAC.10 INC. and Customer, this SOW shall constitute a binding agreement. Reference is also made to that certain Quotation/Sales Order **Sales Quote #** dated, \_\_\_\_\_ signed by TAC.10 INC. and the Customer (“Order Form”).

|                      |  |                 |  |
|----------------------|--|-----------------|--|
| Effective Date:      |  |                 |  |
| Customer Name:       |  |                 |  |
| Designated Location: |  |                 |  |
| Customer Contact:    |  |                 |  |
| Customer Phone:      |  | Customer Email: |  |

### Statement of Work Approval (Customer)

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| Print name of authorizing person:  |  |       |  |
| Print title of authorizing person: |  |       |  |
| Signature of authorizing person:   |  | Date: |  |

### Statement of Work Approval (GLOBAL PUBLIC SAFETY)

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| Print name of authorizing person:  |  |       |  |
| Print title of authorizing person: |  |       |  |
| Signature of authorizing person:   |  | Date: |  |

### Statement of Work Approval (Other Stakeholders)

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| Print name of authorizing person:  |  |       |  |
| Print title of authorizing person: |  |       |  |
| Signature of authorizing person:   |  | Date: |  |

## 1. Introduction

This Statement of Work (“SOW”) defines the scope, deliverables, responsibilities, assumptions, and project execution framework for the implementation of the TAC X RMS Solution (the “Project”).

This SOW is issued pursuant to the applicable governing agreement between Global Public Safety and the City of Neosho (the “Agreement”) and the associated Order Form. In the event of any conflict, the Agreement and Order Form shall control.

This SOW governs professional implementation services only. Subscription terms, pricing, renewals, and annual adjustments are governed exclusively by the applicable Order Form and Agreement.

---

## 2. Procured Solution

### 2.1 TACX RMS Subscription (Cloud-Hosted SaaS)

The Customer has procured TAC X RMS software modules, interfaces, and related SaaS services as defined in the applicable Order Form.

TAC X RMS is provided as a cloud-hosted Software-as-a-Service (SaaS) solution managed by Global.

---

## 3. Professional Services Allocation

The professional services required to implement the TAC X RMS Solution will be delivered under a pooled effort model with a total allocation of up to **804 Professional Services Hours (Not-to-Exceed without approved Change Order)**

These hours apply exclusively to implementation services described in this SOW and do not include SaaS subscription fees, hosting, licensing, or ongoing support services.

- Hours are treated as a shared pool across all scoped activities.
  - Effort may shift between scope items as implementation details are refined.
  - If total effort exceeds 804 hours due to scope expansion, Customer-requested changes, third-party delays, or unforeseen technical constraints, additional services will require a mutually approved Change Order.
-

## 4. Scope of Work by Phase

The Scope defines the project boundaries, outlining what is included based on the services purchased or the specific deliverables listed in Section 16. Anything not explicitly outlined in these areas is considered outside the scope of this project.

### Phase 1 – Go-Live Deliverables & Stabilization

*This phase includes all tasks required for the initial system go-live.*

- **Installation:** Configuration and deployment of the TAC X RMS Environment and TAC X Administrative Module including Incident Management, State-Specific NIBRS reporting, Citations, Accidents, Evidence, Dashboards, Report Design, Fleet Management, Equipment Asset Management, Internal Affairs, and Investigative Case Management functionality. TAC X Enterprise licensing includes five (5) users with nineteen (19) additional user licenses provisioned for expanded agency access.
- **Data Conversion:** Initial extraction, conversion, loading, and testing of legacy Records and Evidence data, followed by a final conversion at cutover.
- **Go-Live Development Items:**
  - **Accident (MOCARS) Import:** Configure the existing import functionality to process an XML export of accident data provided by Neosho from the state system.
  - **Central Square CFS Data Import:** Configure the import process for an XML export of CFS data provided by Central Square.
  - **Central Square JMS Data Import:** Configure the import process for an XML export of JMS data provided by Central Square.
  - **Reports:**
    - Missouri Uniform Crash Report
    - Missouri Uniform Citation Report
    - Reports based on example provided by customer.
      - PC Statement
      - Arrest
      - Incident
  - **Auto-Generated Citation Numbers:** Configure citation numbering based on officer-issued books.
  - **Racial Profiling Functionality:** Enable and configure racial profiling data collection and reporting.
  - **Post-Go-Live Support:** Provide dedicated support for a 30-day period to address user questions and resolve operational issues.
  - **Issue Resolution:** Triage and resolve any system defects or bugs identified after the transition to the production environment.
  - **Configurable Court Dates:** Implement the automatic setting of court dates on citations based on agency rules.
  - **Citation (OSCA) Submission:** Develop the export capability to submit citation data to OSCA, pending specifications from the state.

## Phase 2 – Non-Go-Live Deliverables

*This phase includes the remaining contractual items to be delivered after the system is stable.*

- **Report Redaction:** Deliver full redaction functionality for reports.
- **Expunged Record Functionality:** Deliver the functionality to manage and process expunged records.
- **Evidence Photo Capture:** Implement the evidence photo capture feature.
- **Report Attachment Manual Selection Download:** Enable the feature for manual selection and download of report attachments.
- **Bi-Directional Integration with Central Square:** Develop a two-way interface between TAC X RMS and Central Square, subject to CS capabilities and specifications.
- **Accident (MOCARS) Submission:** Develop the export capability to submit accident data to MOCARS, pending specifications from the state.

### 4.1 Out of Scope

The following items are explicitly considered out of scope for this SOW:

- Procurement, installation, or maintenance of any Customer hardware, networking, or workstations.
- Custom software development or feature modifications not explicitly listed as a deliverable in Section 16.
- Data cleansing, validation, or re-formatting of legacy data.
- Management of contracts or services between the Customer and any third-party vendor.

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## 5. Third-Party Dependencies

The Customer is responsible for coordinating with Central Square to enable and configure all necessary XML exports. Project timelines are dependent upon timely third-party cooperation. Global is not responsible for delays caused by third-party vendors. **Such delays may require a formal Change Order to adjust the project timeline and/or budget.**

---

## 6. Project Assumptions

This SOW and the associated project plan are based on the following assumptions:

- **Customer Resource Availability:** The Customer will provide a dedicated Project Lead and subject matter experts (SMEs) who are available...
- **Third-Party Cooperation:** Central Square and other third-party vendors will provide required technical specifications...
- **Data Quality:** Data provided by the Customer for conversion will be in a consistent, extractable format. **As stated in Section 4.1, data cleansing, validation, or re-formatting is out of scope. Any such services required to address data quality issues will necessitate a Change Order.**



- **Decision Authority:** The designated Customer Project Lead has the authority to provide approvals...
- 

## **7. Customer Responsibilities**

To ensure the success of the project, the City of Neosho will be responsible for the following:

- Appointing a dedicated Project Lead for the duration of the project.
  - Ensuring the timely participation of SMEs for testing and validation activities.
  - Coordinating with all third-party vendors, including Central Square...
  - Providing appropriate facilities, internet access, and ensuring staff attendance for onsite training...
  - Participating in the Go/No-Go readiness review...
- 

## **8. Project Governance & Communication**

Global will provide structured project oversight throughout the Project lifecycle. Communication cadence and meeting frequency will be established during project kickoff and may adjust based on project phase and activity level.

### **Global Responsibilities:**

- Provide an assigned Project Manager.
- Deliver regular project status updates aligned to the agreed project schedule.
- Conduct phase progress reporting.
- Manage risk identification and escalation.
- Document key decisions and action items.

### **Customer Responsibilities:**

- Provide a designated project lead.
  - Conduct timely review and provide feedback (typically within five business days unless otherwise agreed).
  - Ensure participation in testing and validation activities.
  - Provide coordination with third-party vendors as required.
- 

## **9. Training (Phase 1)**

As part of Phase 1, Training Services include TAC X RMS modules (Incident Management, State-Specific NIBRS reporting, Citations, Accidents, Evidence, Dashboards, Report Design, Fleet Management, Equipment Asset Management, Internal Affairs, and Investigative Case Management).

**Includes:**

- Onsite training prior to go-live.
- Delivery of scheduled training sessions.

**Customer Responsibilities:**

- Provide appropriate facilities and internet access for onsite training.
- Ensure adequate staff attendance for all scheduled sessions.

**Deliverables:**

- A finalized training schedule.
  - Successful delivery of all training sessions.
- 

**10. Cutover**

Global will develop a go-live checklist to ensure a smooth transition to the production environment. Delays caused by the Customer or third parties require a Change Order.

**Includes:**

- A formal readiness meeting.
- Onsite support during go-live week (duration to be defined in the project plan).
- A managed transition to the production system.

**Customer Responsibilities:**

- Participate in the readiness review.
  - Begin operational use of the system on the agreed-upon go-live date.
  - Report any go-live issues using the provided checklist and support channels.
- 

**11. Closing Phase****Post-Cutover Support**

- Following the onsite go-live week, Global will provide remote post-cutover support.

**Turnover Meeting**

- Global will conduct a remote turnover meeting with the Customer and the Global Customer Care team to review the final project status and any open items.
-

## 12. Change Management

All scope modifications require a written Change Order signed by authorized representatives of both parties. No custom software development or modification is included beyond what is explicitly defined in this SOW.

---

## 13. Work Hours

Work will be performed during normal business hours.

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## 14. Cancellation of Onsite Services

If onsite services are cancelled by the Customer within seventy-two (72) hours of the scheduled start time, the Customer is responsible for:

- A one-day service fee per scheduled resource.
- All billable travel time incurred.
- Any non-refundable travel and lodging expenses.

These payments do not relieve the Customer of their contractual obligations.

---

## 15. Acceptance Criteria

Project acceptance will be conducted on a per-phase basis. A phase is considered complete and accepted only after all associated deliverables for that phase have met the criteria outlined below.

Upon completion of each phase, Global will provide the **Supplemental Final Acceptance Form**. The phase will be officially closed, and subsequent work will commence, once both parties have executed this form.

| Phase   | Deliverable Group                                                                                               | Acceptance Criteria                                                                                                                                                                |
|---------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Phase 1 | <b>All Go-Live Deliverables &amp; Stabilization</b><br>(Includes Installation, Data Conversion, and all Go-Live | 1. All listed deliverables are complete and deployed to the UAT environment.<br>2. Customer successfully completes User Acceptance Testing (UAT) and validates the converted data. |

| Phase          | Deliverable Group                                                                                                                                    | Acceptance Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Development Items as defined in the Scope of Work)                                                                                                   | <p>3. A readiness meeting was held, and formal, written approval to proceed with production go-live is provided by the Customer.</p> <p>4. The 30-day post-go-live support period is completed.</p>                                                                                                                                                                                                                                                                                           |
| <b>Phase 2</b> | <p><b>All Non-Go-Live Deliverables</b><br/>(Includes all remaining functionality, integrations, and submissions as defined in the Scope of Work)</p> | <p>1. All remaining deliverables are developed according to the agreed-upon specifications and deployed to the production environment.</p> <p>2. Customer validates that each item meets the requirements outlined in the scope.</p> <p>3. Customer provides a final written sign-off confirming the completion of all contractual deliverables.</p> <p><i>(Note: Integrations and state submissions are dependent on timely receipt of technical specifications from third parties.)</i></p> |

## 16. Deliverables by Phase

Global Public Safety will provide the following deliverables, organized by the project phase in which they will be completed and delivered for Customer acceptance.

| Phase          | Category                 | Deliverable                             | Description                                                                                                                                                                                                                                            |
|----------------|--------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 1</b> | <b>System &amp; Data</b> | <b>Configured TAC X RMS Environment</b> | Configuration and deployment of the TAC X RMS Environment including Accident, Arrest, Citations, Evidence, Dashboards, Forms Repository, Incidents, Property, and Report Design. (19) additional user licenses provisioned for expanded agency access. |
|                |                          | <b>TAC X RMS Admin Module</b>           | Implementation and configuration of the TACX RMS Admin Module, including Fleet Management, Equipment Management, Internal Affairs, and Investigative Case Management functionality. Licensing includes five (5) users                                  |



| Phase          | Category                | Deliverable                            | Description                                                                                                                                                                                                                                                                                                                                         |
|----------------|-------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                         | <b>Converted Legacy Data</b>           | Successful migration of historical Records and Evidence data into the TAC X RMS.                                                                                                                                                                                                                                                                    |
|                | <b>Integrations</b>     | <b>Accident (MOCARS) Import</b>        | A functional one-way interface to import accident XML data from the state system.                                                                                                                                                                                                                                                                   |
|                |                         | <b>Citation (OSCA) Submission</b>      | A functional export to submit citation data to the state OSCA system.                                                                                                                                                                                                                                                                               |
|                |                         | <b>Central Square CFS Import</b>       | A functional one-way interface to import CFS XML data from Central Square.                                                                                                                                                                                                                                                                          |
|                |                         | <b>Central Square JMS Import</b>       | A functional one-way interface to import JMS XML data from Central Square.                                                                                                                                                                                                                                                                          |
|                |                         | <b>Central Square Citations Import</b> | <b>If Neosho PD chooses to retain current solution,</b> then a functional one-way interface to import citation data from Central Square into TAC X RMS will be scoped. Successful implementation is dependent on the availability and accessibility of citation data from Central Square and the ability to export that data in a supported format. |
| <b>Phase 1</b> | <b>Reporting</b>        | <b>Core System Reports (5)</b>         | Five standard reports: Missouri Uniform Citation Report, Missouri Uniform Crash Report, PC Statement, Arrest, and Incident.                                                                                                                                                                                                                         |
|                |                         | <b>Field Base Reporting</b>            | Accessible via mobile tablet devices using Chromium-based browsers.                                                                                                                                                                                                                                                                                 |
|                | <b>Forms Repository</b> | <b>Alcohol Influence Report</b>        | Document must be downloaded, completed, and manually attached by the end user.                                                                                                                                                                                                                                                                      |
|                | <b>Functionality</b>    | <b>Auto-Generated Citation Numbers</b> | System configured to manage citation numbers based on officer-issued books.                                                                                                                                                                                                                                                                         |
|                |                         | <b>Configurable Court Dates</b>        | System configured to automatically assign court dates based on agency rules.                                                                                                                                                                                                                                                                        |
|                |                         | <b>Racial Profiling Module</b>         | Racial profiling data collection and reporting functionality is enabled.                                                                                                                                                                                                                                                                            |
|                | <b>Services</b>         | <b>User Training</b>                   | Delivery of onsite training for all agreed-upon user groups.                                                                                                                                                                                                                                                                                        |
|                | <b>Services</b>         | <b>Stabilization Support</b>           | 30 days of post-go-live monitoring and dedicated issue resolution support.                                                                                                                                                                                                                                                                          |

| Phase   | Category      | Deliverable                             | Description                                                                        |
|---------|---------------|-----------------------------------------|------------------------------------------------------------------------------------|
| Phase 2 | Functionality | Report Redaction                        | Full functionality for redacting sensitive information from reports.               |
|         |               | Expunged Record Functionality           | The technical capability to manage and process expunged records per requirements.  |
|         |               | Evidence Photo Capture                  | The feature enabling the capture and attachment of evidence photos.                |
|         |               | Attachment Download Selection           | The feature enabling manual selection and download of specific report attachments. |
|         | Integrations  | Bi-Directional Central Square Interface | A functional two-way data sharing interface between TAC X RMS and Central Square.  |
|         |               | Accident (MOCARS) Submission            | A functional export to submit accident data to the state MOCARS system.            |

**Quote For:**

Chief of Police, Pete Russell  
 prussell@neoshomo.gov  
 +15044514070  
**Neosho MO Police**  
 203 East Main Street  
 Neosho, MO 64850  
 United States

**Prepared By:**

Jeff Malooley

**Phone:**

+19704098011

**Email:**

jmalooey@globalsoftwarecorp.com

**TAC.X**

| PRODUCT NAME                | DESCRIPTION                                                                                                                                                                                                     | QTY | PRICE       | LINE TOTAL  |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| TAC.X Administrative Module | TAC.X Administrative Module:<br><ul style="list-style-type: none"> <li>• Fleet Management</li> <li>• Equipment Asset Management</li> <li>• Internal Affairs</li> <li>• Investigative Case Management</li> </ul> | 1   | \$3,000.00  | \$3,000.00  |
| TAC.X Additional User       | TAC.X Additional User                                                                                                                                                                                           | 19  | \$100.00    | \$1,900.00  |
| TAC.X Enterprise            | TAC.X Enterprise includes 5 users<br>Incident Management<br>State Specific NIBRS<br>Citations<br>Accidents<br>Evidence<br>Dashboards<br>Report Design                                                           | 1   | \$10,000.00 | \$10,000.00 |
| SaaS One way interface      | SaaS One way interface<br>Includes OSCA, Accident, Central Square (CFS Import), JMS booking photo import,                                                                                                       | 4   | \$2,000.00  | \$8,000.00  |
| SUBTOTAL                    |                                                                                                                                                                                                                 |     |             | \$22,900.00 |

| Data Conversion       |                                                  |     |             |             |
|-----------------------|--------------------------------------------------|-----|-------------|-------------|
| PRODUCT NAME          | DESCRIPTION                                      | QTY | PRICE       | LINE TOTAL  |
| TAC.X Data Conversion | Historical Data Conversion for Required modules. | 1   | \$37,500.00 | \$37,500.00 |
| SUBTOTAL              |                                                  |     |             | \$37,500.00 |

| Services         |                                                                                                                                                                                                                                                                                                |     |             |             |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| PRODUCT NAME     | DESCRIPTION                                                                                                                                                                                                                                                                                    | QTY | PRICE       | LINE TOTAL  |
| Project Overhead | <p>The following effort is included to ensure successful delivery and adoption:</p> <ul style="list-style-type: none"> <li>• <b>Project Management:</b> 85 hours</li> <li>• <b>Initial Setup &amp; Configuration:</b> 32 hours</li> <li>• <b>Testing &amp; Validation:</b> 40 hours</li> </ul> | 1   | \$54,950.00 | \$54,950.00 |
| SUBTOTAL         |                                                                                                                                                                                                                                                                                                |     |             | \$54,950.00 |

| RMS Functional Enhancements |                                                                                                                                                                                                                   |     |             |             |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| PRODUCT NAME                | DESCRIPTION                                                                                                                                                                                                       | QTY | PRICE       | LINE TOTAL  |
| RMS Functional Enhancements | <p><b>RMS Functional Enhancements</b></p> <p>Includes evidence capture, attachment handling, citation enhancements, court date configuration, racial profiling, expungement handling, and related UI updates.</p> | 1   | \$56,000.00 | \$56,000.00 |
| SUBTOTAL                    |                                                                                                                                                                                                                   |     |             | \$56,000.00 |

| Reporting & Redaction |                                                                                                                                                                                                                                                                                                          |     |             |             |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| PRODUCT NAME          | DESCRIPTION                                                                                                                                                                                                                                                                                              | QTY | PRICE       | LINE TOTAL  |
| Reporting & Redaction | <ul style="list-style-type: none"> <li>• Development of <b>five core RMS reports</b> (Citation, Crash, PC Statement, Arrest, Incident)</li> <li>• Configurable report redaction functionality</li> <li>• State and agency forms accessible within RMS (not custom-built reports at this time)</li> </ul> | 1   | \$35,000.00 | \$35,000.00 |
| SUBTOTAL              |                                                                                                                                                                                                                                                                                                          |     |             | \$35,000.00 |



| Interfaces & Integrations |                                                                                                                                                         |     |             |             |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|
| PRODUCT NAME              | DESCRIPTION                                                                                                                                             | QTY | PRICE       | LINE TOTAL  |
| Interfaces & Integrations | Includes OSCA, Accident, Central Square (CFS Import), JMSbooking photo import, and bi-directional data sharing between Tac10 RMS andCentral Square RMS. | 1   | \$56,000.00 | \$56,000.00 |
| SUBTOTAL                  |                                                                                                                                                         |     |             | \$56,000.00 |

| Global RMS Data Conversion        |                                         |     |             |            |
|-----------------------------------|-----------------------------------------|-----|-------------|------------|
| PRODUCT NAME                      | DESCRIPTION                             | QTY | PRICE       | LINE TOTAL |
| Global Legacy RMS Data Conversion | Global RMS Data Conversion to TAC.X RMS | 1   | \$25,200.00 | \$0.00     |
| SUBTOTAL                          |                                         |     |             | \$0.00     |

|       |              |
|-------|--------------|
| TOTAL | \$262,350.00 |
|-------|--------------|

|                                       |
|---------------------------------------|
| Comments See SOW for project details. |
|---------------------------------------|

Terms & Conditions:

This is a price quote for the product and/or services named above. It is valid through the expiration date. Global Software, a Division of N. Harris Computer Corporation, (herein referred to as 'Global') reserves the right to withdraw this price quote if it is not accepted by the expiration date.

- Any purchase order provided by Customer is valid only for purposes of identifying the 'bill to' and 'ship to' addresses. No additional terms contained within the purchase order shall be binding on Global.
- Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Global and/or the Customer to execute this Quotation on Global's and/or the Customer's behalf.
- Unless otherwise marked on the actual Invoice, payment terms are net-30 days from the date of invoice.
- Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

Payment Terms:  
See SaaS Agreement for purchasing terms and billing milestones.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Countersignature**

\_\_\_\_\_  
**Countersignature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**

Please sign and return.

**Quote For:** Chief of Police, Pete Russell  
 prussell@neoshomo.gov  
 +15044514070  
**Neosho MO Police**  
 203 East Main Street  
 Neosho, MO 64850  
 United States

**Prepared By:** Jeff Malooley  
**Phone:** +19704098011  
**Email:** jmalooey@globalsoftwarecorp.com

**TAC.X**

| PRODUCT NAME   | DESCRIPTION                                                                                   | QTY | PRICE      | LINE TOTAL |
|----------------|-----------------------------------------------------------------------------------------------|-----|------------|------------|
| SaaS Interface | SaaS Interface Includes bi-directional data sharing between Tac10 RMS and Central Square RMS. | 2   | \$2,000.00 | \$4,000.00 |
| SUBTOTAL       |                                                                                               |     |            | \$4,000.00 |

**Interfaces & Integrations**

| PRODUCT NAME              | DESCRIPTION                                                           | QTY | PRICE       | LINE TOTAL  |
|---------------------------|-----------------------------------------------------------------------|-----|-------------|-------------|
| Interfaces & Integrations | Bi-directional data sharing between Tac10 RMS and Central Square RMS. | 1   | \$42,000.00 | \$42,000.00 |
| SUBTOTAL                  |                                                                       |     |             | \$42,000.00 |

**TOTAL**
**\$46,000.00**
**Comments**
**Comments**

See SOW for project details.

**Terms & Conditions:**

This is a price quote for the product and/or services named above. It is valid through the expiration date. Global Software, a Division of N. Harris Computer Corporation, (herein referred to as 'Global') reserves the right to withdraw this price quote if it is not accepted by the expiration date.

- 1. Any purchase order provided by Customer is valid only for purposes of identifying the 'bill to' and 'ship to' addresses. No additional terms contained within the purchase order shall be binding on Global.
- 2. Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 3. Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Global and/or the Customer to execute this Quotation on Global's and/or the Customer's behalf.
- 4. Unless otherwise marked on the actual Invoice, payment terms are net-30 days from the date of invoice.
- 5. Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

**Payment Terms:**

See SaaS Agreement for purchasing terms and billing milestones.

**Signature**

**Signature**

**Date**

**Printed name**

**Countersignature**

**Countersignature**

**Date**

**Printed name**

Please sign and return.



---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Bill No. 2026-44: HWY 59 Change Order No. 1 with Blevins Asphalt Construction Company

---

**ORIGINATING DEPARTMENT:** Public Works Department

**ATTACHMENT:**

1. Bill No. 2026-44 Authorizing Hwy 59 w-Blevins Ch Order 1
  2. Hwy 59\_Change Order No. 1\_to City
  3. Bill No. 2025-82 Authorizing Hwy 59 w-Blevins
- 

**PURPOSE:**

Request approval for the attached Change Order No. 1 with Blevins Asphalt Construction Company on the Hwy. 59 Improvement Project.

**BACKGROUND:**

The council approved a contract with Blevins Asphalt for the HWY 59 Improvement Project on Oct 21, 2025. This change order adjusts the original contract quantities and increases the total project amount \$31,156.73.

The original contract amount is \$793,150.32, and the revised contract total is \$824,307.73.

**RECOMMENDATION:**

City Staff recommend approving Bill No. 2026-44.

**AN ORDINANCE of the City of Neosho, Missouri, authorizing a Change Order No. 1 to an Agreement for construction services by and between the City of Neosho and Blevins Asphalt Construction Company, Inc., a Missouri corporation for the Highway 59 Improvement Project for a cost overrun in the amount of Thirty One Thousand One Hundred Fifty-Six and 73/100 Dollars (\$31,156.73); 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 Change Order No. 1 to an Agreement for Construction Services by and between the City of Neosho and Blevins Asphalt Construction Company, Inc., a Missouri corporation for the Highway 59 Improvement Project for the cost overrun in the amount of Thirty One Thousand One Hundred Fifty-Six and 73/100 Dollars (\$31,156.73); 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 July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney



**CHANGE ORDER NO. 1**

June 26, 2026

Blevins Asphalt Construction Co., Inc.  
Attn.: Mr. Jeran Cordova  
11837 Lawrence 1163  
Mount Vernon, MO 65712

Re: Change Order No. 1

Dear Mr. Cordova:

The following changes are hereby incorporated into your contract with the City of Neosho, for the above-mentioned project.

1. Background: Final project quantities have been measured and confirmed. This change order adjusts the original contract quantities to reflect the actual quantities installed.

403-01.01 Asphaltic Concrete Mixture PG 64-22 (SP125C Mix): To provide a smooth transition to a previously completed mill and overlay project at the south end of the project, paving operations were extended through the Malcolm Mosby intersection.

403-03.06 Asphaltic Concrete Mixture PG 64-22 (SP250C Mix): Material was installed in accordance with the plans. Quantity has been adjusted to reflect the verified in-place quantity.

620-00.15 Preformed Thermoplastic Pavement Marking, 24 in. White: Stop bars originally shown along Clemon Drive were not required in the field. Quantity has been adjusted to reflect actual installation.

620-00.24 Preformed Thermoplastic Pavement Marking, Straight Arrow: Straight arrow pavement markings were not required. Quantity has been adjusted to reflect actual installation.

620-00.41 Preformed Thermoplastic Pavement Marking, Left/Right Arrow: At the City's request, pavement markings were extended to cover the full length of the City-owned portion of Hwy 59. Additional left/right arrow markings were installed.

620-59.02A 6 in. White High Build Waterborne Pavement Marking Paint, Type L Beads:  
At the City's request, striping limits were extended along the City-owned portion of Hwy 59, resulting in additional 6-inch white pavement markings.

620-59.03A 6 in. Yellow High Build Waterborne Pavement Marking Paint, Type L Beads:  
At the City's request, striping limits were extended along the City-owned portion of Hwy 59, resulting in additional 6-inch yellow pavement markings.

620-61.24A 24 in. White Standard Waterborne Pavement Marking Paint, Type L Beads:

Less 24-inch white marking for turn lane channelization was required in the field than shown in the plans.  
Quantity has been adjusted to reflect actual installation.

620-61.25A 24 in. Yellow Standard Waterborne Pavement Marking Paint, Type L Beads:

Less 24-inch yellow marking for median channelization was required in the field than shown in the plans.  
Quantity has been adjusted to reflect actual installation.

902-99.01B 24 in. Signal Head Replacement:

The original contract required replacement of left-turn signal heads with 4-section heads. Upon further evaluation, it was determined that providing a left-turn arrow may create sight distance concerns for vehicles attempting left-turn movements on the four-lane divided highway. Therefore, the signal head replacement scope was revised accordingly.

\*903-99.01B 24 in. Additional Signage:

Several signs specified in the original plans did not meet MUTCD size requirements for a four-lane divided highway. This item accounts for the additional cost associated with furnishing the revised, larger signs to achieve compliance.

2. Cost Breakdown: The Contract will be revised as follows:

| <u>Item No.</u> | <u>No. of Units<br/>Add/Subtract</u> | <u>Revised<br/>Quantity</u> | <u>Item Description</u>                                                       | <u>Unit Price</u> | <u>Total Additon/<br/>Deletion- Dollars</u> |
|-----------------|--------------------------------------|-----------------------------|-------------------------------------------------------------------------------|-------------------|---------------------------------------------|
| 403-01.01       | 152.89 TON                           | 3922.89 TON                 | Asphaltic Concrete Mixture PG 64-22<br>(SP125C Mix)                           | \$84.30           | \$12,888.63                                 |
| 403-03.06       | 39.08 TON                            | 364.08 TON                  | Asphaltic Concrete Mixture PG 64-22<br>(SP250C Mix)                           | \$144.25          | \$5,637.29                                  |
| 620-00.15       | (46 LF)                              | 370 LF                      | Preformed Thermoplastic Pavement<br>Marking, 24 in. White                     | \$20.55           | (\$945.30)                                  |
| 620-00.24       | (1 EA)                               | 0 EA                        | Preformed Thermoplastic Pavement<br>Marking, Straight Arrow                   | \$370.00          | (\$370.00)                                  |
| 620-00.41       | 10 EA                                | 44 EA                       | Preformed Thermoplastic Pavement<br>Marking, Left/Right Arrow                 | \$359.00          | \$3,590.00                                  |
| 620-59.02A      | 35,787 LF                            | 46,997 LF                   | 6 in. White High Build Waterborne<br>Pavement Marking Paint, Type L<br>Beads  | \$0.37            | \$13,241.19                                 |
| 620-59.03A      | 28,736 LF                            | 38,452 LF                   | 6 in. Yellow High Build Waterborne<br>Pavement Marking Paint, Type L<br>Beads | \$0.37            | \$10,632.32                                 |



|                            |         |       |                                                                              |             |               |
|----------------------------|---------|-------|------------------------------------------------------------------------------|-------------|---------------|
| 620-61.24A                 | (9 LF)  | 64 LF | 24 in. White Standard Waterborne<br>Pavement Marking Paint, Type P<br>Beads  | \$6.35      | (\$57.15)     |
| 620-61.25A                 | (17 LF) | 68 LF | 24 in. Yellow Standard Waterborne<br>Pavement Marking Paint, Type P<br>Beads | \$6.35      | (\$107.95)    |
| 902-99.01B                 | (1 LS)  | 0 LS  | Signal Head Replacement                                                      | \$13,855.00 | (\$13,855.00) |
| *903-99.01B                | 1 LS    | 1 LS  | Additional Signage                                                           | \$502.70    | \$502.70      |
| Total Addition/Subtraction |         |       |                                                                              |             | \$31,156.73   |

\*Denotes new contract item.

|                           |              |
|---------------------------|--------------|
| Original Contract Amount  | \$793,150.32 |
| Change Order No. 1 Amount | \$31,156.73  |

|                                |                     |
|--------------------------------|---------------------|
| <b>REVISED CONTRACT AMOUNT</b> | <b>\$824,307.05</b> |
|--------------------------------|---------------------|

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER  
CITY OF NEOSHO

By: \_\_\_\_\_  
David Kennedy, City Manager

Date: \_\_\_\_\_

APPROVED BY THE ENGINEER  
ALLGEIER, MARTIN & ASSOCIATES, INC.

By:  \_\_\_\_\_  
Joshua Sanders, P.E.

Date: 7/1/2026

APPROVED BY THE CONTRACTOR  
Blevins Asphalt Construction Co., Inc.

By:  \_\_\_\_\_  
Jeran Cordova, V.P. of Operations

Digitally signed by Jeran Cordova VP  
DN: cn=Jeran Cordova VP, o=Blevins Asphalt Const. Co.,  
Inc., ou, email=jcordova@blevinsasphalt.com, c=US  
Date: 2026.06.30 14:03:18 -05'00'  
Adobe Acrobat version: 2026.001.21691

Date: **June 30th, 2026**

**AN ORDINANCE** of the City of Neosho, Missouri, authorizing an Agreement for construction services by and between the City of Neosho and Blevins Asphalt Construction Company, Inc., a Missouri corporation for the Highway 59 Improvement Project for the not to exceed price of Seven Hundred Ninety-Three Thousand One Hundred Fifty and 32/100 Dollars (\$793,150.32); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

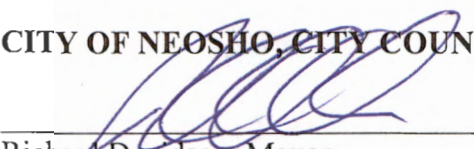
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

**Section 1.** That the Agreement for Construction Services by and between the City of Neosho and Blevins Asphalt Construction Company, Inc., a Missouri corporation for the Highway 59 Improvement Project for the not to exceed price of Seven Hundred Ninety-Three Thousand One Hundred Fifty and 32/100 Dollars (\$793,150.32); a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

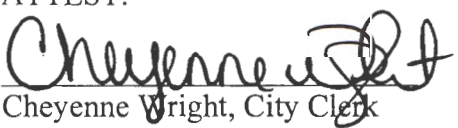
**Section 2.** That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 21 day of October, 2025, by a vote of 7-0.

CITY OF NEOSHO, CITY COUNCIL

  
Richard Davidson, Mayor

ATTEST:

  
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

  
Derek A. Snyder, City Attorney

Project: Highway 59 Improvements  
City: Neosho, MO

CONTRACT

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of October, 2025 by and between the City of Neosho, Missouri, First Party, hereinafter referred to as the OWNER, and Blevins Asphalt Construction Company, Inc., Second Party, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1. It is hereby mutually agreed that for and in consideration of the sum of Seven Hundred Ninety-Three thousand One Hundred Fifty Thousand & 32/100 Dollars (\$793,150.32) to be paid the Contractor by the Owner as set forth in the General Special Provisions, the said Contractor shall furnish all labor, equipment, accessories, and materials (except material otherwise furnished as specified), and shall perform all work necessary to construct and complete the improvements in good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pertinent to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work at stated intervals, in the amounts certified by the Engineer, in accordance with the provisions of the General Special Provisions, and as set forth in the proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due to the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications to the original contract will be paid by the Owner to the Contractor within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" whenever used herein as referring to the Contractor, shall be deemed to refer to said Contractor whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Special Provisions and they are hereby made a part of this agreement as fully as if set out at length herein.



Project: Highway 59 Improvements  
City: Neosho, MO

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this Agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

ATTEST:

Cheyenne Wright  
Cheyenne Wright  
Name & Title (Please Print or Type)  
(SEAL) City Clerk

ATTEST:

Scott Crabtree VP  
Scott Crabtree VP  
(Name & Title) (Please Print or Type)

(SEAL)

OWNER, FIRST PARTY

Neosho, Missouri

By

David Kennedy, City Manager  
Name & Title (Please Print or Type)  
Richard Davidson  
Mayor

CONTRACTOR, SECOND PARTY

Blevins Asphalt Construction Company, Inc.  
Firm Name

By

Jeran Cordova VP  
Name & Title (Please Print or Type)

PO Box 230, Mt. Vernon, MO 65712  
Address

Project: Highway 59 Improvements  
City: Neosho, MO

PERFORMANCE BOND

Bond No. 37BCSJJ0483

KNOW ALL MEN BY THESE PRESENTS: that

Blevins Asphalt Construction Company, Inc.

(Name of Contractor)

11837 Lawrence 1163, Mount Vernon, Missouri 65712

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(corporation, partnership, individual, LLC)

Hartford Fire Insurance Company

(Name of Surety)

One Hartford Plaza, Hartford CT 06155

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Neosho, Missouri

203 E. Main Street, Neosho, Missouri 64850

hereinafter called OWNER, in the penal sum of Seven Hundred Ninety-Three Thousand One Hundred Fifty and 32/100 Dollars (\$793,150.32) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 21st day of October, 2025 a copy of which is hereto attached and made a part hereof for the construction of:

Highway 59 Improvements

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

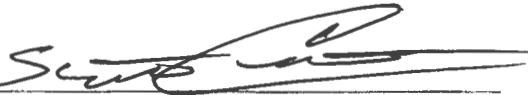
PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and SUPPLIER shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

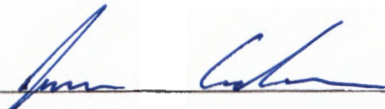
IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which shall be deemed an original, this the 10th day of November, 2025.

ATTEST: (SEAL)

Blevins Asphalt Construction Company, Inc.  
Principal

By   
Scott Crohn  
(Witness as to Principal)  
11837 Lawrence 1163  
(Address)

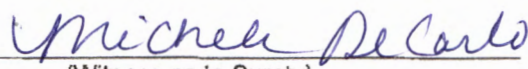
Mount Vernon, MO 65712

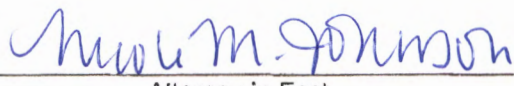
By   
Name & Title: Jeran Cordova, Vice- President  
(Please Type or Print)  
Address: 11837 Lawrence 1163

Mount Vernon, MO 65712

ATTEST: (SEAL)

Hartford Fire Insurance Company  
(Surety)

  
(Witness as to Surety)  
108 SE Eastridge Street  
(Address)  
Lee's Summit, MO 64063

By   
Attorney-in-Fact  
Nicole M. Johnson, Attorney-In-Fact  
108 SE Eastridge Street  
(Address)  
Lee's Summit, MO 64063

NOTE: Date of BOND must not be prior to date of Contract.  
If SUPPLIER is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



Project: Highway 59 Improvements  
City: Neosho, MO

Bond No. 37BCSJ0483

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Blevins Asphalt Construction Company, Inc.

(Name of Contractor)

11837 Lawrence 1163, Mount Vernon, Missouri 65712

(Address of Contractor)

a Corporation, hereinafter called Principal, and  
(corporation, partnership, individual, LLC)

Hartford Fire Insurance Company

(Name of Surety)

One Hartford Plaza, Hartford, CT 06155

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Neosho, Missouri

203 E. Main Street, Neosho, MO 64850

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seven Hundred Ninety Three Thousand One Hundred Fifty Dollars and 32/100 (\$793,150.32) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 21st day of October, **2025** a copy of which is hereto attached and made a part hereof for the construction of:

Highway 59 Improvements

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge

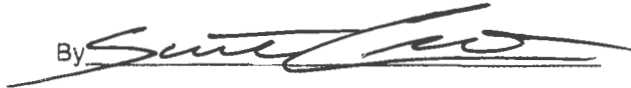


the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Three (3) counterparts, each one of which shall be deemed an original, this the 10th day of November, 2025.

ATTEST: (SEAL)

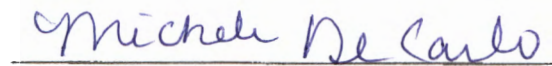
Blevins Asphalt Construction Company, Inc.  
Principal

By   
Scott Crabtree  
(Witness as to Principal)  
11837 Lawrence 1163  
(Address)  
Mount Vernon, MO 65712

By   
Name & Title: Jeran Cordova, Vice- President  
(Please Type or Print)  
Address: 11837 Lawrence 1163  
Mount Vernon, MO 65712

ATTEST: (SEAL)

Hartford Fire Insurance Company  
(Surety)

  
(Witness as to Surety)  
108 SE Eastridge Street  
(Address)  
Lee's Summit, MO 64063

By   
Attorney-in-Fact  
Nicole M. Johnson, Attorney-In-Fact  
108 SE Eastridge Street  
(Address)  
Lee's Summit, MO 64063

NOTE: Date of BOND must not be prior to date of Contract.  
If SUPPLIER is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity  
and Claims to:

THE HARTFORD

BOND, T-14

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto: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 Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

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.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. 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.



*Mariluz Arce*

Mariluz Arce  
My Commission HH 287363  
Expires July 13, 2026

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 November 10th, 2025.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2025

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

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

|                                                                                                                              |  |                                                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Lovell Insurance Group, LLC<br>340 SW Longview Blvd<br><br>Lees Summit MO 64081                           |  | <b>CONTACT NAME:</b> Georgia Williams<br><b>PHONE (A/C, No, Ext):</b> (913) 498-9090<br><b>FAX (A/C, No):</b> (913) 498-9096<br><b>E-MAIL ADDRESS:</b> georgia@lovellinsurance.com                                       |  |
| <b>INSURED</b><br>Blevins Asphalt Construction Company, Inc.;<br>Blevins Trucking Company LLC<br>PO Box 230<br>Mt. Vernon MO |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Cincinnati Insurance Co<br><b>INSURER B:</b> Waypoint<br><b>INSURER C:</b> Columbia Casualty Co<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                              |  | <b>NAIC #</b><br>10677<br>13126<br>27812                                                                                                                                                                                 |  |

**COVERAGES****CERTIFICATE NUMBER:** 25/26 LIAB**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> No Deductible<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | EPP 0743120         | 04/01/2025              | 04/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                                                          | Y         |          | EPP 0743120         | 04/01/2025              | 04/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                                                     | Y         |          | EPP 0743120         | 04/01/2025              | 04/01/2026              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                    |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                  | Y/N<br>N  | N/A      | WC100-0000725-2025A | 01/01/2025              | 01/01/2026              | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                 |
| C        | Contractors E&O/Pollution<br>Retro Date: 04/01/2015                                                                                                                                                                                                                                                                                                                            |           |          | CEO7037066931       | 04/01/2025              | 04/01/2026              | E&O/Pollution Ea Occ \$1,000,000<br>Aggregate \$1,000,000<br>Retention \$10,000                                                                                                                                                           |

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

RE: Highway 59 Improvements

City of Neosho, Missouri is Additional Insured as respects the General, Auto and Umbrella Liability policies, coverage applies on a Primary, Non-Contributory basis. General liability Additional Insured includes coverage for ongoing & completed operations. Umbrella Liability policy responds to and follows form over the above captioned General, Auto and Workers Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                           |                                                                                                                                                                                                     |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Neosho MO<br>203 E Main St<br><br>Neosho MO 64850 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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## ADDITIONAL COVERAGES

|             |                                                                          |               |                   |                 |
|-------------|--------------------------------------------------------------------------|---------------|-------------------|-----------------|
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
| A           | Rented/Leased Contractors Equipment - EPP0743120 - 04/01/2025-04/01/2026 | Cinci         |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
| \$1,000,000 |                                                                          |               | \$2,500           | Flat            |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |
| Ref #       | Description                                                              | Coverage Code | Form No.          | Edition Date    |
|             |                                                                          |               |                   |                 |
| Limit 1     | Limit 2                                                                  | Limit 3       | Deductible Amount | Deductible Type |
|             |                                                                          |               |                   |                 |



**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

If you are required by a written contract or agreement, executed prior to the date of loss, to waive your rights of recovery from others, we agree to waive our rights of recovery against any person or organization named in the below Schedule. This waiver of subrogation does not apply where prohibited by law.

This waiver of rights to recovery applies to any person or organization for whom the Insured has agreed by written contract, executed prior to the date of loss, to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2025

Policy No. WC100-0000725-2025A

Endorsement WC 99 06 03 - BL

Insured **Blevins Asphalt Construction Co., Inc.**

Premium \$164,433

Insurance Company

**Waypoint Mutual**

1100 Walnut Street Suite 3000

Kansas City, MO 64106

(816) 474-7799

Carrier Code 32131

Countersigned by



choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from

another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000  
Aggregate Limit: \$3,000,000  
Deductible Amount: \$ 1,000

##### 3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 500

## 5. Medical Payments

Medical Expense Limit: \$10,000

## 9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

## 16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

### Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_

### Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ \_\_\_\_\_

| COVERAGE                           | PREMIUM BASIS                                                        | RATE                                 | ADVANCE PREMIUM                      |
|------------------------------------|----------------------------------------------------------------------|--------------------------------------|--------------------------------------|
|                                    | (a) Area<br>(b) Payroll<br>(c) Gross Sales<br>(d) Units<br>(e) Other | (For Limits in Excess of<br>\$5,000) | (For Limits in Excess of<br>\$5,000) |
| Care, Custody Or Control Liability |                                                                      |                                      | \$ _____                             |
| TOTAL ANNUAL PREMIUM               |                                                                      |                                      | \$ _____                             |

## C. Coverages

### 1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

#### EMPLOYEE BENEFIT LIABILITY COVERAGE

##### (1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or



2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

### (a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### (b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### (c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### (d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### (e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### (f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### (g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(k) Cyber**

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

- 1) "Computer attack";
- 2) "Network security incident";
- 3) "Privacy violation"; or
- 4) Fraudulent communication that impersonates

any person or organization that results in the transfer of funds or other property regardless of the medium or technique used.

**(3) Supplementary Payments**

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

**(1) If you are designated in the Declarations as:**

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:
  - (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
  - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
  - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
  - (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

#### c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought;

- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

#### (4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced

by the amount of this deductible.

- (b) The Deductible Amount shown in Section B. Limits Of Insurance, 1. Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

#### d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

#### 2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim.

To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which



this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 4. Other Insurance is replaced by the following:

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph b. below.

##### b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

#### e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Biometric information" means any:

- a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
  - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.
3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
4. "Computer attack" means:
  - a. Unauthorized access or authorized access for an unauthorized purpose;
  - b. A "malware attack"; or
  - c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.
5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.
6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
8. "Malware attack" means an attack that damages a computer, computer system or

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Resolution Bill No. 2026-20: Consideration of a One-Year Moratorium on Applications for Data Centers

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

**1. Res. Bill No. 2026-20 Data Center Moratorium**

---

**PURPOSE:**

To consider adoption of a one-year moratorium on the acceptance and processing of applications related to the establishment of data centers within the City of Neosho while staff evaluates potential impacts and develops appropriate zoning and development standards.

**BACKGROUND:**

Data centers are intensive users of land and utilities and can create impacts related to water consumption, wastewater capacity, stormwater runoff, noise, lighting, and compatibility with surrounding properties. The City of Neosho relies on underground aquifers for its water supply, has limited wastewater capacity for large-volume users, and continues to address stormwater concerns in various areas of the community. Staff believes additional time is needed to study the effects of data center development on public infrastructure, utility capacity, land use compatibility, and community character. A temporary moratorium would allow staff to evaluate these issues and bring forward recommendations for zoning code amendments and development standards to ensure any future proposals are reviewed under clear and consistent regulations.

**RECOMMENDATION:**

Staff recommends approval of a one-year moratorium on the acceptance and processing of applications and permits related to the establishment of data centers within the City of Neosho. This action will provide time for staff and the City Council to review infrastructure impacts, consider appropriate land use regulations, and develop standards necessary to protect the public health, safety, and welfare.

## **Resolution Bill No. 2026-20**

**A RESOLUTION of the City of Neosho, Missouri, imposing a one-year moratorium on the acceptance of applications relating to the establishment or expansion of data centers within the limits of the City of Neosho.**

**WHEREAS**, for the purpose of promoting health, safety, morals and the general welfare of the community, as authorized under Section 89.020 RSMo., the City Council for the City of Neosho is empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the preservation of features of historical significance, and the location and use of buildings, structures and land for trade, industry, residence or other purposes; and

**WHEREAS**, data centers are generally considered large scale buildings or group of buildings with a primary use of data storage performed by computer systems and servers requiring a large volume of utilities, large lot coverage, and imposing impacts on adjacent properties if not designed and constructed properly in appropriately zone locations; and

**WHEREAS**, the City of Neosho water system relies on the natural water sources of Shoal Creek and local wells, that are connected to underground aquifers, for water supply to the public; and

**WHEREAS**, the City of Neosho sewer system is limited in its capacity to serve large volume users of wastewater service; and

**WHEREAS**, the City of Neosho stormwater system currently experiences large amounts of stormwater in areas of the City, of which the City is continuing improvements to address such safety concerns; and

**WHEREAS**, other concerns of data center use includes noise and light pollution, as well as impacts on the surrounding area during and after construction; and

**WHEREAS**, in order to properly study the effects and impacts of data center use and to consider and enact Zoning Code standards and regulations designed to protect the health, safety, and general welfare of the public, the City Council believes it is necessary for a one-year moratorium on the acceptance or processing of applications or permits pertaining or related to the establishment or expansion of any data center uses including, but not limited to, applications for building permits, site plan and architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits; and

**WHEREAS**, a moratorium as described herein will allow City Staff the necessary time to study the issue and make recommendations to the City Council regarding the impact on City utilities, as well as revisions to the Zoning Code and other standards related to the possible development of data centers, and ensure consistency and fairness by preventing nonconforming uses that could undermine the current and projected uses within the City of Neosho.



**Resolution Bill No. 2026-20**

**NOW, THEREFORE BE IT RESOLVED** by the City of Neosho, Missouri as follows:

**Section 1.** The City of Neosho, Missouri, hereby supports and authorizes a moratorium on the acceptance or processing of applications or permits pertaining or related to the establishment or expansion of any data center uses including, but not limited to, applications for building permits, site plan and architectural reviews, variances, flood plain development permits, conditional use permits, grading permits, and occupancy permits, with said moratorium to run from the date of passage for a period of one-year.

**Section 2.** For the purposes of this Resolution, “data center” shall mean a building, group of buildings or facility whose primary use is data processing or data storage, and is used to house computer systems, servers, and associated components, such as but not limited to central processing, units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, Telehouse co-location, or any other term applicable to facilities which are used for such purposes.

**Section 3.** This Resolution shall be in effect upon passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of \_\_\_\_\_, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Resolution Bill No. 2026-21: ACH Policy and Notice

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**ORIGINATING DEPARTMENT:** Finance Department

**ATTACHMENT:**

1. Res. Bill No. 2026-21 ACH Policy and Notice
  2. Neosho ACH-EFT Policy
- 

**PURPOSE:**

To seek approval to move our vendors to payment via ACH/EFT.

**BACKGROUND:**

Currently, Staff issues the majority of our vendors paper checks for payment of invoices. With mail delivery, check washing and fraud, Staff would like to request that all vendors be paid via ACH. Staff has moved a few of the vendors with larger checks to ACH or wires. We know some vendors will not want to participate in this, however we feel the majority will as they are paid sooner and it eliminates the need to send personnel to the bank to make a deposit.

**RECOMMENDATION:**

Staff is requesting approval of this policy and the Mayor to execute.

## Resolution Bill No. 2026-21

**A RESOLUTION of the City of Neosho, Missouri, adopting an Electronic Fund Transfer Policy to ensure Automated Clearing House (“ACH”) or Electronic Fund Transfers (“ETFs”) are processed and completed securely to protect nonpublic personal information or protected information for payments to the City of Neosho.**

**WHEREAS**, it is in the best interest of the City of Neosho, Missouri, to adopt policies and procedures to ensure Automated Clearing House (“ACH”) or Electronic Fund Transfers (“ETFs”) are processed and completed securely to protect nonpublic personal information or protected information for payments to the City of Neosho, Missouri; and

**WHEREAS**, that such policies and procedures should be established to expressly provide the process to initiate and complete fund payment authorization in a secure manner.

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

- Section 1:** The City of Neosho, Missouri, hereby adopts the attached Electronic Fund Transfer Policy to ensure Automated Clearing House (“ACH”) or Electronic Fund Transfers (“ETFs”) are processed and completed securely to protect nonpublic personal information or protected information for payments to the City of Neosho.
- Section 2:** These policies and procedures are subject to change upon approval by the City Council of the City of Neosho, Missouri.
- Section 3:** This Resolution shall be in full force upon passage, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk  
SEAL



## ELECTRONIC FUND TRANSFER POLICY

### PURPOSE

The primary goal of this policy is to ensure Automated Clearing House (ACH) or Electronic Funds Transfers (EFTs) are initiated, executed, and approved in a secure manner. An ACH/EFT transfer is the process of value exchange via mechanical means without the use of checks, drafts, or similar negotiable instruments. This policy establishes requirements with respect to domestic and international payments via ACH/EFT for payments of City obligations for certain purposes.

Electronic payments offer the following benefits:

- Eliminating the storage, handling, and processing of paper checks.
- Reducing the time spent on reconciliation.
- Eliminating the occurrence of lost or stolen checks and the cost of check reissuance.
- Reducing security risks, including the visibility of information used in check payment fraud.
- Improve the tracking of payments through enterprise resource planning (ERP) systems and integration with banking technologies.

The city uses automated clearing house (ACH) as the primary method of electronic payment. This is the movement of funds in a batch process, which is best for high volume, low dollar transactions such as payroll, expense reimbursement, and routine vendor payments, as the cost per transaction is low relative to other forms of electronic payment.

### ALLOWED PURPOSES

The City may make an electronic funds transfer for the following:

- 1) Transfers between City accounts;
- 2) Investment of excess money;
- 3) For a payment of tax;
- 4) For a payment of contributions to pension or retirement fund;
- 5) For vendor payments; and
- 6) For payment of bond principal, bond interest, and a fiscal agent service charge.

### STANDARDS OF CARE

To promote the safety of funds, the City will only make payments via electronic funds if the following policy controls are met:

- 1) The procedure to initiate an ACH/EFT is subject to the same financial policies, procedures and controls that govern disbursement by any other payment mechanism.



- 2) ACH/EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statute and accepted business practices.
- 3) Authentication of new ACH/EFT requests and changes to existing ACH/EFTs required prior to the transaction being input into the computer-based banking system and includes the following steps:

- **Validate** all new electronic payment instruction requests received even if the request is internal.
- **Contact** the supplier or requester directly by phone to confirm any requests for payment method or payment instruction changes. To reduce the risk of spoofing, do not use the contact information provided on the request to change payment method or payment instructions. Instead, use contact information known to be genuine such as the contact information in your master supplier file or information collected from the original contract. Have the contact confirm existing payment instructions on file prior to making changes to those instructions (i.e., current bank account and routing number provided in original instructions).
- **Verify** the new information provided on the payment instructions provided with the known contact (i.e., contact bank to confirm correct account name, number and routing information).
- **Document** the verification process that was followed to validate payment instructions. The person responsible for entering/updating wire instructions and the person approving new/updated wire instructions must approve the record of verification. A record of the verification must be maintained in accordance with record retention policies.

- 4) When wire payments are approved, controls should be established such as setting up templates in the computer-based banking system which cannot be altered by those assigned to use it, when possible. Also, when possible, the set-up and modifications to these templates should utilize two authorized banking system users.
- 5) When ACH payments are approved, they will be set-up in the vendor master database in the financial accounting system by individuals authorized to perform vendor maintenance.
- 6) All ACH/EFT payments should be initiated by secure computer-based systems. Phone transfers will only be used if approved in advance by the City Manager in writing.
- 7) The Finance Officer or designee will manage and control access to the systems used to process ACH/EFT transactions. This person shall ensure that adequate separation of duties exists in accordance with accepted internal control standards. In addition, this person shall ensure approval and maintenance of user system IDs, user permissions, including authorized representatives and their associated transfer limits.
- 8) Bank balances will be monitored routinely for unusual or unexpected transactions.
- 9) Reconciliation of banking activity to the general ledger will be accomplished in a timely manner with investigation and resolution of reconciling items.
- 10) Because ACH/EFT transfers between City bank accounts have reduced risk, the Finance Department may use ACH/EFTs on a routine basis to concentrate funds for payment and investment purposes. Although the risks are minimal for transfers between these accounts, reasonable controls should exist with regard to authorization, reconciliation, and review of these transactions.

#### Procedure:

1. An EFT form is sent to vendor with first check remittance OR if requested by the vendor.
2. The completed form is returned to Accounts Payable either by USPS or by email.
3. The Accountant phones the vendor and requests verification of information
  - a. The Contact phone number should be from either 1) an existing entry into the vendor data base, 2) from an invoice previously submitted from the vendor or 3) in the case of contractor payments, from the contract documents on file with the City Clerk's office.
  - b. Vendor representative must verify Bank name, ABA, Account number and name of signatory on the form to the Accountant.

**c. Under no circumstance should the information be read to the vendor for confirmation.**

4. Once information is verified, Accounts Payable Clerk will enter it into the Vendor database in Springbrook.
5. Subsequent ACH/EFT form submittal, for changes to any part of the form, shall be verified by the Finance Director or designee using the same procedure as described in #3.

At any point, if funds are returned due to erroneous banking information, a paper check shall be issued to the vendor and sent to the remittance address on file Springbrook.

**Verbal Phone Call Example**

*Good Morning. May I have your Accounts Receivable Department or the person who oversees the billing? We have an internal control fraud protection policy where I am required to verbally authenticate all new bank remittance information or changes over the phone before we can set you up in our system or make any changes. If you can please read to me the bank account name, the last 5 digits of bank account number, and ABA or swift code you have on file for us over the phone to me? I am unable to provide you with this information.*

Note: If this is the mailing address for a check we are mailing, or new vendor setup, ask them to read to you their new mailing address. Do not read it to them. Try to verify the check mailing address change on their company website.

*Do you mind also providing me a recent invoice number or a PO number for our company? If you don't have this available, can you provide our address and the primary contact's name you've been working with at our company, or a project name? Can you provide the dates and the dollar amount of the last two payments we made to your company?*

*May I have your first name and your position or job title for our internal records? Thank you for time and patience in this matter. My call is to protect your bank information and to help us expedite payments to you.*

---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026**ITEM:** Resolution Bill No. 2026-23: Letter of Intent with Zak's Properties, Inc\_ Daugherty**ORIGINATING DEPARTMENT:** City Clerk**ATTACHMENT:**

1. Res. Bill No. 2026-23 LOI - Daugherty Road Detention Basin Project
  2. LETTER OF INTENT
  3. Daugherty Rd. Estimate, 4-21-2026
  4. PRELIMINARY PLAN
- 

**PURPOSE:**

To consider approval of a Letter of Intent with Zak's Properties, Inc. regarding the proposed donation of approximately 1.67 acres of property near Daugherty Road and US Business Highway 60/Neosho Boulevard for construction of the Daugherty Road Detention Basin Project.

**BACKGROUND:**

The City intends to construct a stormwater detention pond and related drainage improvements to support the municipal stormwater system. Zak's Properties, Inc. has expressed its intent to donate 1.67 acres needed for the detention basin. As part of the proposed transaction, the City would make available excavated dirt from construction of the detention pond to Zak's Properties, Inc., and the dirt would be relocated to adjacent property owned by Zak's, subject to final plans, contractor coordination, and permitting. Zak's would pay the City a total of \$100,000.00, with \$50,000.00 due within twenty-four months after the effective date of the definitive agreement and the remaining \$50,000.00 due within thirty-six months after the effective date. By allowing the agreement, the city would also save an estimated \$155,000.00 in dirt removal as projected by our engineer.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to proceed with negotiation and preparation of a definitive donation and construction agreement, deed, and easements needed to complete the proposed transaction.

**Resolution Bill No. 2026-23**

**A RESOLUTION of the City of Neosho, Missouri, approving a Letter of Intent between the City of Neosho and Zak's Properties, Inc., a Missouri corporation for the purpose of accepting a donation of real property to be used for the Daughtery Road Detention Basin Project and a construction excavation agreement for the relocation and placement of excavated dirt and authorizing the City Manager to execute the same by and on behalf of the City of Neosho.**

**WHEREAS**, Zak's Properties, Inc., desires to donate a tract of real property to the City of Neosho for the Daughtery Road Detention Basin Project; and

**WHEREAS**, the City of Neosho intends to construct the detention basin and relocate and place excavated dirt from the detention basin to adjacent real property belonging to Zak's Properties, Inc., to include staging and placement of the same pursuant to final project plans; and

**WHEREAS**, the parties intend to enter a final agreement for the same, but desire to approve of the terms in a nonbinding Letter of Intent.

**NOW, THEREFORE BE IT RESOLVED** by the City of Neosho, Missouri as follows:

That the Letter of Intent between the City of Neosho and Zak's Properties, Inc., a Missouri corporation for the purpose of accepting a donation of real property to be used for the Daughtery Road Detention Basin Project and a construction excavation agreement for the relocation and placement of excavated dirt, a true and accurate copy of said Letter of Intent being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

**BE IT FURTHER RESOLVED**, the Neosho City Manger is hereby authorized and directed to execute said Letter of Intent by and on behalf of the City of Neosho, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this \_\_\_\_ day of July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Derek A. Snyder, City Attorney

\_\_\_\_\_  
Cheyenne Wright, City Clerk

SEAL



## LETTER OF INTENT

### **Donation of Land for Daughtery Road Detention Basin and Construction Agreement**

This Letter of Intent (“LOI”) sets forth the principal terms under which Zak’s Properties, Inc, a Missouri corporation (“Zak’s”) intends to donate certain real property to the City of Neosho, Missouri (the “City”), and under which the parties intend to address the excavation, sale, relocation, and placement of dirt excavated in connection with the City’s construction of a detention pond for the municipal stormwater system on the donated property for the Daughtery Road Detention Basin Project (the “Project”).

This LOI is intended to summarize the parties’ present understanding and to serve as the basis for preparation of a mutually acceptable definitive agreement, deed, easements, construction documents, and any other instruments necessary to complete the transaction.

#### 1. Parties

The parties to the proposed transaction are Zak’s Properties, Inc, a Missouri corporation and the City of Neosho, Missouri, a Missouri municipal corporation.

#### 2. Property to Be Donated

Zak’s intends to donate to the City certain real property of approximately 1.67 acres located near Daughtery Road and US Business Highway 60 Neosho Boulevard, as more shown in the attached preliminary plan attached as Exhibit A, to be more particularly described in a legal description and survey to be attached to the donation and construction agreement (the “Donated Property”).

#### 3. Intended Public Use

The City intends to use the Donated Property for the construction, operation, maintenance, repair, replacement, and improvement of a stormwater detention pond and related drainage, stormwater, access, utility, grading, and appurtenant improvements serving a public stormwater management purpose.

#### 4. Dirt Excavation, Sale, and Relocation

In consideration of the arrangements described in this LOI, the City will sell or otherwise make available to Zak’s the dirt excavated by or on behalf of the City in connection with construction of the detention pond, subject to applicable law, City approvals, project requirements, contractor coordination, and any required permits or regulatory approvals.

The City will cause the excavated dirt to be moved to the adjacent 3.33 acres of real property owned by Zak’s, or will require its contractor to do so, in accordance with the final project plans, mutually agreed staging and placement requirements, and any applicable erosion-control, grading, land-disturbance, stormwater, and safety requirements.

## 5. Payment by Zak's Properties, Inc.

Zak's will pay the City a total of One Hundred Thousand Dollars (\$100,000.00) in exchange for the City's sale or transfer of the excavated dirt, along with staging and placement requirements, and any applicable erosion-control, grading, land-disturbance, stormwater, and safety requirements on the adjacent property owned by Zak's, subject to the terms of the definitive agreement.

- Zak's will pay the first Fifty Thousand Dollars (\$50,000.00) within twenty-four (24) months after the effective date of the definitive agreement.
- Zak's will pay the remaining Fifty Thousand Dollars (\$50,000.00) within thirty-six (36) months after the effective date of the definitive agreement.

## 6. Conditions and Approvals

The proposed transaction will be subject to completion of due diligence, approval by the City Council or other required City officials, preparation and approval of a legal description and survey, confirmation of title, execution and delivery of an acceptable deed and related instruments, compliance with all applicable laws and ordinances, and receipt of any permits or approvals required for construction, excavation, grading, stormwater management, dirt hauling, and dirt placement.

## 7. Definitive Agreement

The parties will work in good faith to negotiate and execute a definitive written agreement containing customary terms and conditions, including representations of authority, title matters, access rights, allocation of costs, insurance and indemnity provisions where appropriate, default and remedies, timing, contractor coordination, risk of loss, final grading and placement obligations, and any public-entity requirements applicable to the City.

## 8. Non-Binding Effect

Except for any provisions that the parties expressly identify as binding in a definitive written agreement, this LOI is intended solely as a statement of present intent and does not create a legally binding obligation to convey property, construct improvements, sell or transfer dirt, move dirt, make payment, or complete the proposed transaction unless and until a definitive agreement is approved and executed by all required parties.

## 9. Signatures

If the foregoing accurately reflects the parties' current understanding, the parties may indicate their intent to proceed by signing below.

**Zak’s Properties, Inc.**

**City of Neosho, Missouri**

By: \_\_\_\_\_  
Kaleb Sampson, President

By: \_\_\_\_\_  
David Kennedy, City Manager

Date: \_\_\_\_\_

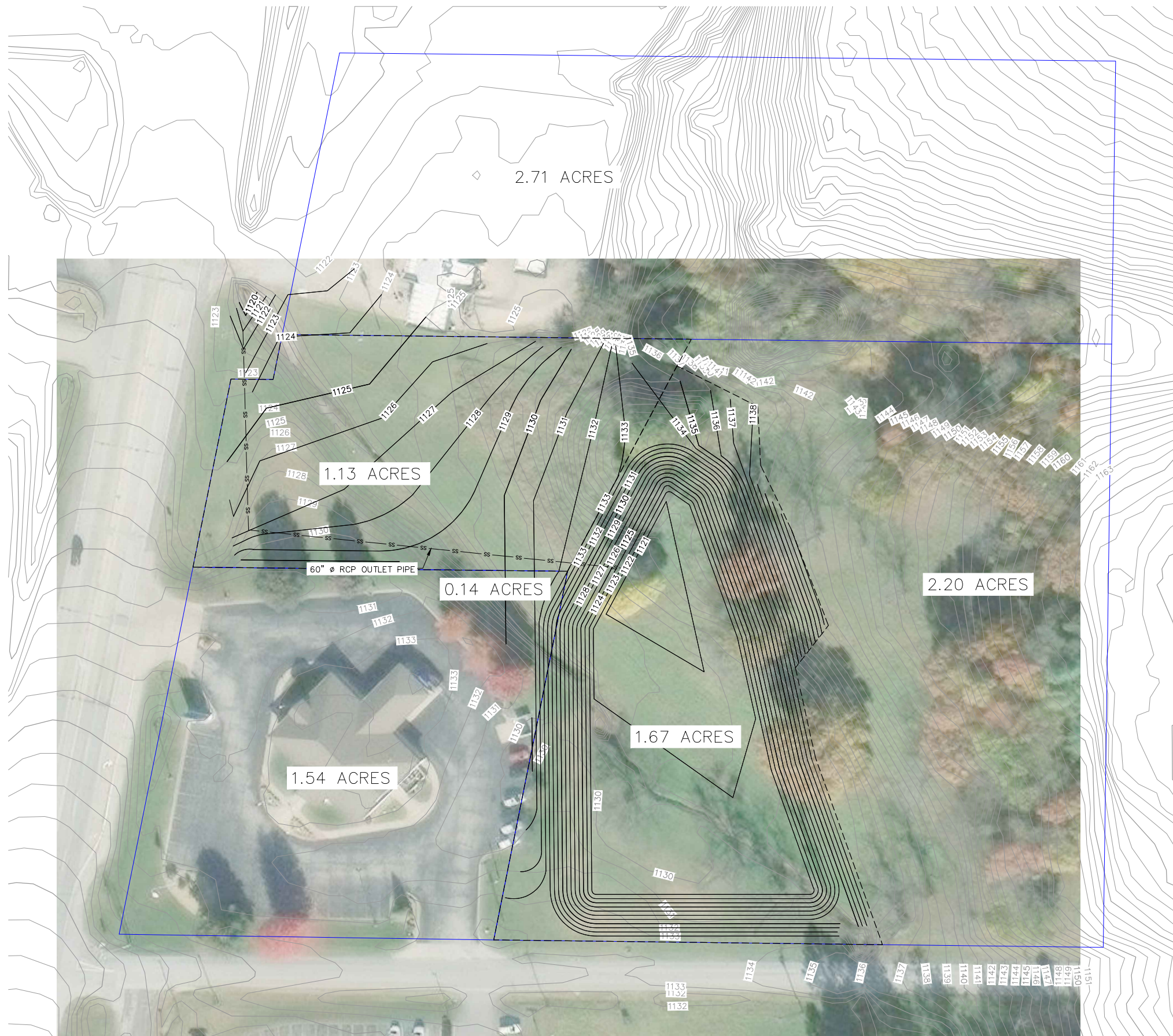
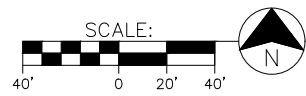
Date: \_\_\_\_\_

Project Name: Daugherty Road Detention Basin  
Location: East of Business 60, North of Daugherty Road  
Date: April 21, 2026

| Construction          |              |    |                                                                                              |                 |                      |
|-----------------------|--------------|----|----------------------------------------------------------------------------------------------|-----------------|----------------------|
| Item #                | No. of Units |    |                                                                                              | Unit Price      | Extended Total       |
| 1                     | 3            | AC | Clearing and Grubbing                                                                        | \$ 1,000.00     | \$ 3,000.00          |
| 3                     | 15,534       | CY | Unclassified Excavation                                                                      | \$ 18.00        | \$ 279,612.00        |
| 4                     | 4,090        | CY | Embankment in Place                                                                          | \$ 12.00        | \$ 49,080.00         |
| 5                     | 420          | LF | 60" Dia. RCP                                                                                 | \$ 500.00       | \$ 210,000.00        |
| 6                     | 115          | SY | Base Rock for Construction Entrance                                                          | \$ 40.00        | \$ 4,600.00          |
| 14                    | 3.0          | AC | Finish Grading                                                                               | \$ 2,381.00     | \$ 7,143.00          |
| 15                    | 3.0          | AC | Topsoil, Seeding, Fertilizing, Liming and Mulching                                           | \$ 5,381.00     | \$ 16,143.00         |
| 17                    | 1            | LS | Maintain SWPPP, Including Reporting Requirements                                             | \$ 10,000.00    | \$ 10,000.00         |
| 18                    | 1            | LS | All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place | \$ 25,000.00    | \$ 25,000.00         |
| 19                    | 1            | LS | Mobilization                                                                                 | \$ 40,000.00    | \$ 40,000.00         |
|                       |              |    |                                                                                              | <b>SUBTOTAL</b> | <b>\$ 644,578.00</b> |
| Engineering           |              |    |                                                                                              |                 |                      |
|                       |              |    | Engineering Design                                                                           |                 | \$ 90,000.00         |
|                       | 2            | EA | Property Appraisals (Bank & Carwash)                                                         | \$ 1,000.00     | \$ 2,000.00          |
|                       | 2            | EA | Property Description (Legal Discriptions, Property Pins)                                     | \$ 2,500.00     | \$ 5,000.00          |
|                       |              |    | Hydrologic and Hydraulic Analysis with Reporting                                             |                 | \$ 15,000.00         |
|                       |              |    | Geotechnical Investigations                                                                  |                 | \$ 8,000.00          |
|                       |              |    | Survey (topographic, Utility and Boundary)                                                   |                 | \$ 9,000.00          |
|                       |              |    | Contract Administration                                                                      |                 | \$ 20,000.00         |
|                       |              |    | Resident Inspection (3-Months Duration)                                                      |                 | \$ 30,000.00         |
|                       |              |    |                                                                                              | <b>SUBTOTAL</b> | <b>\$ 179,000.00</b> |
| Total Estimated Costs |              |    |                                                                                              |                 | <b>\$ 823,578.00</b> |

**Cost are based upon nonfederal funding**





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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Resolution Bill No. 2026-24: Termination of an Agreement with Utility Service Co., Inc..

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:**

1. Res. Bill No. 2026-24 Authorize Termination of Water Tank Contract
  2. Utility Service Co\_
- 

**PURPOSE:**

To consider approval of a resolution authorizing termination of the Water Tank Maintenance Contract with Utility Service Co., Inc., and authorizing the City Manager to execute and send the required notice of termination.

**BACKGROUND:**

On November 4, 1997, the City of Neosho entered into a Water Tank Maintenance Contract with Utility Service Co., Inc. for the maintenance and service of City water tanks. The Missouri Public Service Commission has approved the sale of the City's water system, including the water tanks covered by the agreement. Because the buyer will assume responsibility for maintenance of the water tanks or arrange for its own maintenance services, continuing the existing contract is no longer necessary or in the City's best interest.

**RECOMMENDATION:**

Staff recommends that the City Council approve the resolution terminating the Water Tank Maintenance Contract with Utility Service Co., Inc. and authorize the City Manager to execute and send the notice of termination.

**Resolution Bill No. 2026-24**

**A RESOLUTION of the City of Neosho, Missouri, authorizing the termination of an Agreement with Utility Service Co., Inc. for Water Tank Maintenance Contract and authorize the City Manager to execute the notice.**

**WHEREAS**, on November 4, 1997, the City of Neosho, Missouri entered into a Water Tank Maintenance Contract with Utility Service Co., Inc., for the maintenance and service of the City water tanks; and

**WHEREAS**, the City of Neosho has received an Order by the Missouri Public Service Commission approving the sale of its Water System, including said water tanks; and

**WHEREAS**, the buyer of the water system, including said water tanks, will provide its own maintenance of said tanks and/or contract said maintenance and it is now in the best interest of the City of Neosho to send a termination notice of the Water Tank Maintenance Contract;

**NOW, THEREFORE BE IT RESOLVED** by the City of Neosho, Missouri as follows:

That Water Tank Maintenance Contract dated November 4, 1997, by and between the City of Neosho, Missouri, and Utility Service Co., Inc., shall be terminated by the City of Neosho.

**BE IT FURTHER RESOLVED**, that the City Manager is authorized to execute the notice to send to Utility Service Co., Inc.,

**BE IT FURTHER RESOLVED**, this Resolution shall be effective as of 6th day of July, 2026.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of July, 2026, by a vote of \_\_\_\_\_.

**CITY OF NEOSHO, CITY COUNCIL**

\_\_\_\_\_  
Tom Workman, Mayor

ATTEST:

\_\_\_\_\_  
Cheyenne Wright, City Clerk  
SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Derek A. Snyder, City Attorney



## *City of Neosho*

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

---

July 7<sup>th</sup>, 2026

Authorize.net  
Cannot Find  
An Address  
To Send to  
[Email](#)

Re: Notice of Nonrenewal

Dear Tom Stechmann:

Please accept this letter as formal notice that the City of Neosho, Missouri does not intend to renew the Water Tank Maintenance Contract dated November 4, 1997, by and between the City of Neosho and Utility Service Co., Inc.

This notice is provided in light of the approved sale of the City's water system, including the water tanks covered by the contract. Following the transfer of the water system, the buyer will be responsible for maintenance of the tanks and may provide or contract for such services independently.

Accordingly, the City will not renew the contract for any additional term beyond the current contract period. Nothing in this notice is intended to waive any rights, remedies, obligations, or defenses available to the City under the contract or applicable law.

Please contact my office if you need any additional information regarding this notice or the transition of tank maintenance responsibilities.

Very truly yours,

David Kennedy,  
Neosho City Manager



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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Rocketdyne Park Inclusive Playground Project – Committee Introduction & Sponsorship Presentation

---

**ORIGINATING DEPARTMENT:** Human Resources Department

**ATTACHMENT:**

1. Rocketdyne Park Inclusive Playground - Scene 1
  2. Rocketdyne Park Inclusive Playground - Scene 2
  3. Rocketdyne Park Inclusive Playground - Scene 3
  4. Rocketdyne Park Inclusive Playground - Scene 4
  5. Rocketdyne Park Inclusive Playground - Scene 4
  6. Rocketdyne Park Inclusive Playground - Scene 5
  7. Rocketdyne Park Inclusive Playground - Scene 6
  8. Rocketdyne Park Inclusive Playground - Scene 7
  9. Rocketdyne Park Inclusive Playground - Scene 8
  10. Rocketdyne Park Inclusive Playground - Scene 9
  11. Rocketdyne Park Sponsors Conceptual
  12. Rocketdyne Inclusive Playground Sponsorship Information
- 

**PURPOSE:**

To introduce the Inclusive Playground Committee, provide an update on the Inclusive Playground Project at Rocketdyne Park, and present a proposed sponsorship recognition concept to support fundraising efforts.

**BACKGROUND:**

The City of Neosho has partnered with Unlimited Play and Little Tikes Commercial to develop a fully inclusive playground at Rocketdyne Park. A committee of community members and partner organizations has been assembled to assist with fundraising, community outreach, grant opportunities, sponsorship development, and project promotion.

As the project moves into its fundraising phase, staff and the committee have developed a preliminary sponsorship recognition concept inspired by Neosho's Rocketdyne legacy. The concept features space-themed sponsorship levels and donor recognition elements that reflect the community's aerospace history while providing long-term recognition for project supporters. Staff is seeking Council's input and support before finalizing the sponsorship program and launching fundraising efforts.

**RECOMMENDATION:**

Staff recommends City Council endorse the proposed space-themed sponsorship recognition concept as the foundation for the Inclusive Playground fundraising campaign, allowing staff and the Inclusive Playground Committee to finalize sponsorship levels, donor recognition, and

fundraising materials.

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Public Safety Facility Plans Presentation

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:** None

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**PURPOSE:**

To provide a PowerPoint presentation to the Council of the new Public Safety Center.

**BACKGROUND:**

**RECOMMENDATION:**

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Handicap Parking Request

---

**ORIGINATING DEPARTMENT:** Fire Department

**ATTACHMENT:**

1. Greyston Place Letter

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**PURPOSE:**

The purpose of this agenda item is to discuss the request of Newton Place Apartments for additional Handicap parking spaces dedicated to their facility on the square

**BACKGROUND:**

The traffic commission received a letter from Terin Sonis, who is the property manager for the Newton Place Apartments. The letter was requesting 2 additional parking spots at or near the front of their facility. Chief Russell reviewed the parking situation and discovered there are 4 handicapped accessible parking spaces near the front of the apartments, as well as 3 additional parking spaces at the rear of the building not labeled handicapped. The traffic commission discussed this and believe that the facility should utilize parking spaces that they currently own and see if that will alleviate the issue before requesting anything from the city. If after they make those changes and still have needs, the traffic commission would re-examine the issue.

**RECOMMENDATION:**

The traffic commission recommends denying this request.



June 17, 2026

To the Members of the City Council,

I am writing to respectfully request that the City Council consider adding two additional handicap parking spaces in front of Newton Place Apartments on the square.

Newton Place is a residential apartment complex that serves adults age 55 and older, as well as individuals with disabilities. Because there is no dedicated parking lot available, other than two spots in back of the property, accessed via the alley, the only parking options are the street parking spaces located in front of the building. There is currently only one handicap spot in front of the building and one on the side. However, many residents face mobility challenges and the handicap spot on the side of the building can create safety concerns with stepping up on the curb, especially during inclement weather, while carrying groceries, or when attending medical appointments.

Adding two additional handicap-designated parking spaces in front of the building would greatly improve accessibility, safety, and quality of life for the residents of Newton Place. This simple accommodation would help ensure that our senior and disabled community members have reasonable access to their homes and can continue to live independently with dignity.

We respectfully ask the City Council to review this request and consider the needs of the residents who rely on accessible parking every day. Thank you for your time, consideration, and commitment to serving all members of our community.

Sincerely,

Terin Sonis



Property Manager

Office 417-451-3002

Cell 417-208-8092

greystoneplace@fairwaymanagement.com

---

**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** One-way Designation For the Alley Behind the Lane Apartments.

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**ORIGINATING DEPARTMENT:** Fire Department

**ATTACHMENT:** None

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**PURPOSE:**

The purpose of this agenda item is to discuss the request Public Works has recieved from the Lane Apartments to make the alley behind the building a one way .

**BACKGROUND:**

The director of public works received a request to make the alley behind the Lane Apartments a one-way alley. He brought this to the tragic commission for discussion. The request to make the alley one way would be more convenient for the residents and possibly make it safer for them. The traffic commission discussed this and whether this was really needed and, if implemented, would a traffic study need to be performed. As it is, alleys are not designated as one-way, and changing or enforcement of directional needs would impact other alleys in the city. The traffic commission discussed if this was feasible , and what the purpose of the alley really is, e.g. trash collection and service of utilities. After that discussion, the traffic commission recommended denying the alley as being labeled one-way.

**RECOMMENDATION:**

The Traffic Commission recommends denying the request.

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**REQUESTED COUNCIL MEETING DATE:** July 7, 2026

**ITEM:** Update on MAW Sale-PSC Approval

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**ORIGINATING DEPARTMENT:** City Manager

**ATTACHMENT:** None

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**PURPOSE:**

To provide up-to-date details on the current status of the utility system.

**BACKGROUND:**

I wanted to provide a brief update on the utility sale. On June 24, the Missouri Public Service Commission (PSC) approved the agreement for Missouri-American Water to acquire the City's water and wastewater systems. The PSC order becomes effective July 4, 2026.

City staff is currently working with Missouri-American Water on transition planning, customer communications, employee transition matters, and closing requirements. Based on the current timeline, closing is anticipated in early September.

In addition, equipment inventory lists are being compiled, and the list of equipment the city is willing to sell to Missouri-American Water has been provided to them. The City and Missouri-American Water will work together to determine the market value of that equipment for the secondary contract.

I am also working with property owners along Highway 86 and Norway Road regarding annexation of locations that would allow the City and Missouri-American Water to partner on placing utilities on the west side of I-49.

Additionally, city staff will also begin the process of exchanging equipment with the utility departments for equipment the city will retain.

I will continue to keep Council informed as we move through the transition process and approach closing.

**RECOMMENDATION:**

Project Name: Installation of Preowned Pedestrian Bridge over Hatchery Branch  
Location: Confluence of Hatchery Branch to Hickory Creek in Morse Park, Neosho, MO  
Engineer's Estimate: June 16, 2026

| Construction              |              |     |                                                                                              |  |              |                |
|---------------------------|--------------|-----|----------------------------------------------------------------------------------------------|--|--------------|----------------|
| Item #                    | No. of Units |     |                                                                                              |  | Unit Price   | Extended Total |
| 1                         | 1            | LS  | Removal of Improvements                                                                      |  | \$ 10,000.00 | \$ 10,000.00   |
| 2                         | 4,800        | CY  | Unclassified Excavation (Creek Transition)                                                   |  | \$ 20.00     | \$ 96,000.00   |
| 3                         | 120          | CY  | Furnishing and Placing Type 2 Rock Blanket                                                   |  | \$ 130.00    | \$ 15,600.00   |
| 4                         | 1            | LS  | Clearing and Grubbing                                                                        |  | \$ 8,000.00  | \$ 8,000.00    |
| 5                         | 112          | CY  | Class 2 Excavation (Substructure)                                                            |  | \$ 85.00     | \$ 9,520.00    |
| 6                         | 56           | CY  | Class B1 Concrete (Substructure)                                                             |  | \$ 1,300.00  | \$ 72,800.00   |
| 7                         | 8,600        | LBS | Grade 60 Reinforcing Steel (Substructure)                                                    |  | \$ 2.50      | \$ 21,500.00   |
| 8                         | 1            | EA  | Setting Pre-Owned Pedestrian Bridge                                                          |  | \$ 30,000.00 | \$ 30,000.00   |
| 9                         | 66           | SY  | Concrete Approach Slab, Sidewalk                                                             |  | \$ 285.00    | \$ 18,810.00   |
| 10                        | 80           | SY  | Concrete Sidewalk, 4" Thick Trail                                                            |  | \$ 100.00    | \$ 8,000.00    |
| 11                        | 160          | SY  | Type 1 Aggregate Base under Approach Slab (4" Thick)                                         |  | \$ 18.00     | \$ 2,880.00    |
| 12                        | 1            | EA  | Concrete Washout Basin                                                                       |  | \$ 1,500.00  | \$ 1,500.00    |
| 13                        | 1            | LS  | Contractor Furnished Surveying and Staking                                                   |  | \$ 4,000.00  | \$ 4,000.00    |
| 14                        | 1            | LS  | Mobilization                                                                                 |  | \$ 60,000.00 | \$ 60,000.00   |
| 15                        | 1            | LS  | Finish Grading                                                                               |  | \$ 5,000.00  | \$ 5,000.00    |
| 16                        | 1            | LS  | Topsoil, Seeding, Fertilizing, Liming and Mulching                                           |  | \$ 20,000.00 | \$ 20,000.00   |
| 17                        | 1            | LS  | All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place |  | \$ 15,000.00 | \$ 15,000.00   |
| TOTAL CONSTRUCTION AMOUNT |              |     |                                                                                              |  |              | \$ 398,610.00  |

| Engineering, Planning, and Administrative             |  |  |                                                                           |       |  |               |
|-------------------------------------------------------|--|--|---------------------------------------------------------------------------|-------|--|---------------|
|                                                       |  |  | Geotechnical Investigations                                               |       |  | \$ 8,000.00   |
|                                                       |  |  | Survey (Topographic, Utility and Boundary)                                |       |  | \$ 10,000.00  |
|                                                       |  |  | Hydrology and Hydraulic Modeling for preparation of "No-Rise" Certificate |       |  | \$ 35,000.00  |
|                                                       |  |  | Engineering Design and Plan Production (Fee Curve Percentage)             | 12.0% |  | \$ 47,833.20  |
|                                                       |  |  | Contract Administration                                                   |       |  | \$ 30,000.00  |
|                                                       |  |  | Part-Time Inspection (3-Months Duration)                                  |       |  | \$ 45,000.00  |
| TOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT |  |  |                                                                           |       |  | \$ 175,833.20 |

| Summary                                |  |  |             |     |  |               |
|----------------------------------------|--|--|-------------|-----|--|---------------|
|                                        |  |  | Contingency | 10% |  | \$ 57,444.32  |
|                                        |  |  | Total Cost  |     |  | \$ 631,887.52 |
| TOTAL COST (Rounded to Nearest \$1000) |  |  |             |     |  | \$ 632,000.00 |

**Note:**  
Project Constructed by Contractor



Project Name: Installation of Precast Box Culvert in Hatchery Branch

Location: Confluence of Hatchery Branch to Hickory Creek in Morse Park, Neosho, MO

Engineer's Estimate: June 16, 2026

| Construction              |              |    |                                                                                              |               |                |
|---------------------------|--------------|----|----------------------------------------------------------------------------------------------|---------------|----------------|
| Item #                    | No. of Units |    |                                                                                              | Unit Price    | Extended Total |
| 1                         | 1            | LS | Removal of Improvements                                                                      | \$ 10,000.00  | \$ 10,000.00   |
| 2                         | 500          | CY | Unclassified Excavation (Creek Transition)                                                   | \$ 20.00      | \$ 10,000.00   |
| 3                         | 60           | CY | Furnishing and Placing Type 2 Rock Blanket                                                   | \$ 130.00     | \$ 7,800.00    |
| 4                         | 1            | LS | Clearing and Grubbing                                                                        | \$ 5,000.00   | \$ 5,000.00    |
| 5                         | 56           | CY | Class 4 Excavation (Box Culvert)                                                             | \$ 85.00      | \$ 4,760.00    |
| 6                         | 1            | LS | Precast Box Culvert with Wingwalls                                                           | \$ 100,000.00 | \$ 100,000.00  |
| 7                         | 50           | SY | Concrete Approach Slab, Sidewalk                                                             | \$ 285.00     | \$ 14,250.00   |
| 8                         | 40           | SY | Concrete Sidewalk, 4" Thick Trail                                                            | \$ 100.00     | \$ 4,000.00    |
| 9                         | 100          | LF | Pipe Handrail                                                                                | \$ 120.00     | \$ 12,000.00   |
| 10                        | 80           | SY | Type 1 Aggregate Base under Approach Slab (4" Thick)                                         | \$ 18.00      | \$ 1,440.00    |
| 11                        | 1            | EA | Concrete Washout Basin                                                                       | \$ 1,500.00   | \$ 1,500.00    |
| 12                        | 1            | LS | Contact or Furnished Surveying and Staking                                                   | \$ 3,000.00   | \$ 3,000.00    |
| 13                        | 1            | LS | Mobilization                                                                                 | \$ 38,000.00  | \$ 38,000.00   |
| 14                        | 1            | LS | Finish Grading                                                                               | \$ 5,000.00   | \$ 5,000.00    |
| 15                        | 1            | LS | Topsoil, Seeding, Fertilizing, Liming and Mulching                                           | \$ 20,000.00  | \$ 20,000.00   |
| 16                        | 1            | LS | All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place | \$ 15,000.00  | \$ 15,000.00   |
| TOTAL CONSTRUCTION AMOUNT |              |    |                                                                                              |               | \$ 251,750.00  |

| Engineering, Planning, and Administrative             |  |  |                                                                           |       |              |
|-------------------------------------------------------|--|--|---------------------------------------------------------------------------|-------|--------------|
|                                                       |  |  | Survey (Topographic, Utility and Boundary)                                |       | \$ 10,000.00 |
|                                                       |  |  | Hydrology and Hydraulic Modeling for preparation of "No-Rise" Certificate |       | \$ 2,000.00  |
|                                                       |  |  | Engineering Design and Plan Production (Fee Curve Percentage)             | 15.0% | \$ 37,762.50 |
|                                                       |  |  | Contract Administration                                                   |       | \$ 20,000.00 |
|                                                       |  |  | Part-Time Inspection (1-Month Duration)                                   |       | \$ 15,000.00 |
| TOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT |  |  |                                                                           |       | \$ 84,762.50 |

| Summary                                |  |  |             |     |               |
|----------------------------------------|--|--|-------------|-----|---------------|
|                                        |  |  | Contingency | 10% | \$ 33,651.25  |
|                                        |  |  | Total Cost  |     | \$ 370,163.75 |
| TOTAL COST (Rounded to Nearest \$1000) |  |  |             |     | \$ 370,000.00 |

**Note:**

Project Constructed by Contractor

Project Name: Installation of Arch Pipe Culvert in Hatchery Branch  
 Location: Confluence of Hatchery Branch to Hickory Creek in Morse Park, Neosho, MO  
 Engineer's Estimate: June 19, 2026

| Construction                                          |              |      |                                                                           |     |             |                |
|-------------------------------------------------------|--------------|------|---------------------------------------------------------------------------|-----|-------------|----------------|
| Item #                                                | No. of Units |      |                                                                           |     | Unit Price  | Extended Total |
| 1                                                     | 120          | CY   | Furnishing and Placing Type 2 Rock Blanket                                |     | \$ 50.00    | \$ 6,000.00    |
| 2                                                     | 1            | LS   | B17A (117x79 inch) (30 Linear Feet Long) Metallic Coated Arch Pipe        |     | \$ 9,613.00 | \$ 9,613.00    |
| 3                                                     | 8            | CY   | Reinforced Concrete Sidewalk over Pipe Arch                               |     | \$ 300.00   | \$ 2,400.00    |
| 4                                                     | 2            | CY   | Concrete Sidewalk, 4" Thick Trail                                         |     | \$ 300.00   | \$ 600.00      |
| 5                                                     | 100          | LF   | Pipe Handrail                                                             |     | \$ 20.00    | \$ 2,000.00    |
| 6                                                     | 12           | Tons | Type 1 Aggregate Base under Sidewalk (4" Thick)                           |     | \$ 60.00    | \$ 720.00      |
| 7                                                     | 1            | LS   | Seeding, Fertilizing, Liming and Mulching                                 |     | \$ 400.00   | \$ 400.00      |
| TOTAL CONSTRUCTION AMOUNT                             |              |      |                                                                           |     |             | \$ 21,733.00   |
| Engineering, Planning, and Administrative             |              |      |                                                                           |     |             |                |
|                                                       |              |      | Hydrology and Hydraulic Modeling for preparation of "No-Rise" Certificate |     | \$          | 2,000.00       |
|                                                       |              |      | Engineering Design and Plan Guidance                                      |     | \$          | 2,000.00       |
|                                                       |              |      | Construction Support Services                                             |     | \$          | 2,500.00       |
| TOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT |              |      |                                                                           |     |             | \$ 6,500.00    |
| Summary                                               |              |      |                                                                           |     |             |                |
|                                                       |              |      | Contingency                                                               | 10% | \$          | 2,823.30       |
|                                                       |              |      | Total Cost                                                                |     | \$          | 31,056.30      |
| TOTAL COST (Rounded to Nearest \$1000)                |              |      |                                                                           |     |             | \$ 31,000.00   |

**Note:**  
 Project Constructed with City of Neosho Parks Department  
 See Attached Quote from CAS Steel Inc. for Pipe Cost

CAS Steel Inc.  
 18027 East Hwy 86  
 18027 E. Highway 86  
 Neosho, MO 64850-6400

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 6/22/2026 | 5821       |

| Phone # | 417-455-2525 |
|---------|--------------|
|---------|--------------|

| Name / Address           |
|--------------------------|
| ALLGEIER MARTIN & ASSOC. |

| Rep | Project |
|-----|---------|
|     |         |

| Item    | Description                                      | Pieces | Feet | Inches | Qty                      | Rate    | Total      |
|---------|--------------------------------------------------|--------|------|--------|--------------------------|---------|------------|
| Culvert | CITY OF NEOSHO<br>Culvert OVAL 117"x79"x30' 12G. | 1      |      |        | 30                       | 320.436 | 9,613.08   |
|         |                                                  |        |      |        | <b>Subtotal</b>          |         | \$9,613.08 |
|         |                                                  |        |      |        | <b>Sales Tax (5.85%)</b> |         | \$0.00     |
|         |                                                  |        |      |        | <b>Total</b>             |         | \$9,613.08 |

Project Name: Relocated Pedestrian Trail around Hatchery Branch Crossing  
Location: Confluence of Hatchery Branch to Hickory Creek in Morse Park, Neosho, MO  
Engineer's Estimate: June 19, 2026

| Construction              |              |    |                                           |  |             |                |
|---------------------------|--------------|----|-------------------------------------------|--|-------------|----------------|
| Item #                    | No. of Units |    |                                           |  | Unit Price  | Extended Total |
| 1                         | 270          | LF | 10' Wide Concrete Trail, 4" Thick         |  | \$ 177.00   | \$ 47,790.00   |
| 2                         | 1            | LS | Seeding, Fertilizing, Liming and Mulching |  | \$ 2,000.00 | \$ 2,000.00    |
| TOTAL CONSTRUCTION AMOUNT |              |    |                                           |  |             | \$ 49,790.00   |

| Engineering, Planning, and Administrative             |  |  |                                                                                                        |  |    |             |
|-------------------------------------------------------|--|--|--------------------------------------------------------------------------------------------------------|--|----|-------------|
|                                                       |  |  | Preparation of "No-Rise" Certificate (Trail must be embedded and constructed flush with existing grade |  | \$ | 1,500.00    |
|                                                       |  |  | Construction Support Services                                                                          |  | \$ | 2,500.00    |
| TOTAL ENGINEERING, PLANNING AND ADMINISTRATIVE AMOUNT |  |  |                                                                                                        |  |    | \$ 4,000.00 |

| Summary                                |  |  |             |     |    |              |
|----------------------------------------|--|--|-------------|-----|----|--------------|
|                                        |  |  | Contingency | 10% | \$ | 5,379.00     |
|                                        |  |  | Total Cost  |     | \$ | 59,169.00    |
| TOTAL COST (Rounded to Nearest \$1000) |  |  |             |     |    | \$ 59,000.00 |

**Note:**  
Project Constructed by Contractor per City of Neosho procurement methods