

NOTICE OF OPEN MEETING

Posted at 4:00 p.m. Monday, October 3, 2022 (Agenda Amended and reposted)
Notice is hereby given that the Neosho City Council will meet in regular session on
Tuesday, October 4, 2022 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho,
Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. September 20, 2022 Open Session Minutes
2. September 27, 2022 Special Session Council Minutes

PROCLAMATION

1. Business of the Month - CV Glass

VISITOR'S BUSINESS

1. Southwest Lime Company's Offer of Property Near Lime Kiln Park

NEW BUSINESS

1. **Public Hearing for Bill No. 2022-68 Rezoning 1720 S. High Street**
2. Bill No. 2022-68: Rezoning for 1720 S. High Street
3. **Public Hearing for Bill No. 2022-69: Special Use Permit for 1743 Pineville Road**
4. Bill No. 2022-69: Special Use Permit for 1743 Pineville Road
5. Bill No. 2022-71: Surplus City Items
6. Bill No. 2022-72: MOU with City of Joplin
7. RV Park Ordinance
8. Bond requirements for new subdivisions
9. Amendment to Electric Service Agreement with Liberty Utilities
10. Missouri LAGERS Annual Meeting

REPORT OF CITY OFFICERS

October 4, 2022 City Council Meeting

1. Update on Donation Proceeds-PD

CLOSED SESSION

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

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
September 20, 2022 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Jeff Higgins opened with prayer and Mayor DeWitt led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

TYLER DEWITT, RICHARD DAVIDSON, ANGELA THOMAS, ASHTON ROBINSON, CARL COBB, CHARLES COLLINSWORTH

COUNCIL ABSENT:

JULIE HUMPHREY WAS EXCUSED BY COUNCIL.

CITY OFFICERS PRESENT:

DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

APPROVAL OF AGENDA

Mayor DeWitt asked to amend the agenda to include a letter of support for AT&T for a broadband grant under New Business as number 6.

Mayor Pro Tempore Davidson made a motion to approve the agenda as amended by the Mayor; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Cobb made a motion to approve the consent agenda to include the minutes from September 6, 2022, Bill No. 2022-59, Bill No. 2022-65, Bill No. 2022-66 and Bill No. 2022-67; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None
Passed.

VISITOR'S BUSINESS

There was nobody present for visitor's business.

AWARDS AND RECOGNITION

Recognition from the Neosho Fire Chief for a Life-Saving Event

Fire Chief Houk presented a Life-Saving Award to Engineer Steven Hendrix and Fireman Nathan Sanders for saving a man during cardiac arrest.

Cheyenne Wright - Advanced Certified Municipal Official-MML

City Manager Kennedy presented City Clerk Wright with the Advanced Municipal Official Certification from the Missouri Municipal League. City Clerk Wright increased her certification with the Missouri Municipal League from Certified Municipal Official to Advanced Municipal Official.

Thank you to Krysti Muhic

Human Resources Director, Krysti Muhic, was thanked for going above and beyond for the City. When she noticed a need in another department, she stepped up. Two letters of thanks were read by City Clerk Wright from Terry Telford and Shoal Creek Baptist for the golf tournaments that Krysti Muhic helped organize.

NEW BUSINESS

Resolution Bill No. 2022-14: City's Purchasing Policy and Procedures

A RESOLUTION adopting purchasing policies and procedures.

Resolution Bill No. 2022-14 was read in title only by City Attorney Paul.

Councilwoman Thomas made a motion to Approve and Discuss Resolution Bill No. 2022-14: City's Purchasing Policy and Procedures; Councilman Collinsworth seconded.

Attorney Paul addressed the City Council stating that the current Purchasing Policy and Procedures require settlement of claims to be approved by the Council. This update authorizes the City Manager to settle any claims where the City is a claimant, and the damages are less than \$10,000 and that the settlement makes the City whole and restores the City to the position it would have been.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Optimum's Broadband Support Letter

Rett Gum spoke before the Council stating that this letter is to seek the Council's approval for the Mayor to sign a letter of support for Optimum's effort to secure a MoARPA grant funding for high speed internet in Neosho.

Part of Missouri's American Rescue Plan Act grants is to increase broadband internet to undeserved areas of the state. Optimum is applying for a grant that would help increase the availability of broadband fiber internet service in Neosho. This letter helps Optimum establish community support for their project as required by the grant application.

Councilwoman Thomas made a motion to Approve the Letter of Support for Optimum; Councilman Cobb seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Amendment to Electric Service Agreement with Liberty Utilities

Assistant Public Works Director Barrett addressed the Council stating that the purpose of this agenda item is to approve the amendments to the Liberty Utilities agreement, as follows:

2008 W. Glen Street monthly decrease of -\$1.82

326 St. John Street monthly increase of \$0.73

605 Carson Street monthly decrease -\$1.79

This makes the amendment a total monthly decrease of -\$2.12.

Councilman Cobb made a motion to Approve the Amendments to the Liberty Utility Contract; Councilwoman Thomas seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Big Spring CID Budget

City Manager Kennedy addressed the Council stating that in accordance with RSMo 67.147 the Big Spring CID is submitting to the council a proposed budget for FY23. Using the current revenue trends and contractual agreements, the board estimates \$62,210.00 in proposed revenues and \$57,080.00 in proposed expenditures.

The estimated increase in fund balance is \$5,130.00. The CID account will receive the Sales/Use taxes, pay out 90% to the developer and pay any board attorney expenses, as needed.

Councilman Cobb made a motion to Approve the FY23 Big Spring CID Budget; Councilman Collinsworth

seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Ashton Robinson, Tyler DeWitt

No: None

Abstain: Richard Davidson

Passed.

Councilman Davidson abstained due to serving on the Big Spring CID Board.

RFQ Public Safety Center

City Manager Kennedy addressed the Council and requested to go out for RFQ for programming, preliminary budgeting, location/feasibility study and conceptual planning for a public safety center. In June of 2020, the Neosho voters approved a half cent public safety tax to help fund our Police and Fire Departments. During the promotion of this tax, staff indicated a list of necessities needed to upgrade our equipment and facilities. City staff is requesting that council allow them to seek an architectural designer through an RFQ process to assist with the design and location of a new public safety center. The RFQ will be used to help staff with the project.

Mike Atkinson of Allgeier, Martin and Associates explained the design build and what that means. This is adding in the architect for this build instead of going to the construction company direct. CMAR (Construction Manager at Risk) is something else that they have.

Councilwoman Thomas made a motion to Approve and Discuss going out for RFQ for Public Safety Center; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Letter of Support for AT&T for Broadband Grant

Development Services Director Leavens stated that this is also a letter of support for broadband, just like the letter of support approved for Optimum earlier in this Council meeting. Staff recommends approving this letter of support for AT&T.

Councilman Cobb made a motion to Approve the Letter of Support for AT&T Broadband; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Events Board - Letter of Interest from Ashley Jones-Scroggins

Councilman Cobb made a motion to Approve the Appointment of Ashley Jones-Scroggins to the Events Board; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Neosho IOOF Cemetery - Letter of Interest from Sarah Martin

Councilman Collinsworth made a motion to Approve the Appointment of Sarah Martin to the Neosho IOOF Cemetery Board; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

Parks and Recreation Manager Balls addressed the Council about the QR Codes for the RV Sites and park rentals. This option has been getting used frequently and has been working very well.

Police Chief Baird addressed the Council about the winner of the state bid on the vehicles for police vehicles. We will move forward with our budget expenditure for next year by putting our order in.

CLOSED SESSION

Mayor DeWitt asked for a motion to go into closed session under:

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

Section 610.021 (2) RSMo...Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

Councilman Collinsworth made a motion to To Go into Closed Session; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

Mayor DeWitt closed the open session council meeting at 7:37 p.m.

The Council came back into open session at 9 p.m. The Mayor announced that there were three votes taken.

ADJOURN

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

Councilwoman Robinson made a motion to Adjourn; Mayor Pro Tempore Davidson seconded.

Roll call vote:
Yes: Carl Cobb, Angela Thomas, Charles Collinsworth, Richard Davidson, Ashton Robinson, Tyler DeWitt
No: None
Abstain: None

Mayor DeWitt closed the September 20, 2022 City Council meeting at 9:01 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
September 27, 2022 - 9:30 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor DeWitt called the meeting to order at 9:30 a.m.

ROLL CALL

COUNCIL PRESENT:

CARL COBB, ANGELA THOMAS, ASHTON ROBINSON, TYLER DEWITT

COUNCIL ABSENT:

CHARLES COLLINSWORTH, JULIE HUMPHREY, RICHARD DAVIDSON

CITY OFFICERS PRESENT:

DAVID KENNEDY, CITY MANAGER; JORDAN PAUL, CITY ATTORNEY; CHEYENNE WRIGHT, CITY CLERK

APPROVAL OF AGENDA

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

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

NEW BUSINESS

Change Order to the Granger Dirtworks Contract for the Dredging at Lime Kiln Dam

City Manager Kennedy addressed the Council and explained what he was requesting from the Council. When staff first went into the dredging portion of the Lime Kiln Dam project, the city thought we were only going to be able to dredge in and around the immediate area of the intake tube. Since the project began, the dredging has gone very well and benefited the city even more than even projected. The project has gone a lot further with removal than what was originally bid. The bid was for 97 cubic yards of sludge to be dredged from the upper stream. As it stands, we are at 80 loads and both the engineer and the contractor have agreed that to continue with the dredge, removing the remaining portion is in the best interest of the city. Since mobilization of all of the equipment is all paid, they would continue with the project for roughly another 100 loads of sludge which would completely remove the island from the upper portion. This would cost around \$24,000.00 to continue. The original bid was bid in tonnage, so staff is requesting to expand the tonnage of the original contract to allow work to continue.

Councilman Cobb made a motion to Approve the Change Order to the Granger Dirtworks Contract; Councilwoman Robinson seconded.

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Passed.

ADJOURN

There being no further business to come before the City Council, Mayor DeWitt asked for a motion to adjourn.

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

Roll call vote:

Yes: Carl Cobb, Angela Thomas, Ashton Robinson, Tyler DeWitt

No: None

Abstain: None

Mayor DeWitt adjourned the September 27, 2022 Special Session Council Meeting at 9:37 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

Proclamation
Office of the Mayor

City of Neosho

WHEREAS, the Neosho City Council wishes to recognize the businesses and employers of our community; and

WHEREAS, C-V Glass of Neosho recognizes the role of our employers' contribution to the area's growth and development, and their support of our economy; and

WHEREAS, C-V Glass of Neosho has provided quality service in our community since 1962; and

WHEREAS, C-V Glass of Neosho has 4 employees who serve the citizens of Neosho; and

WHEREAS, C-V Glass of Neosho, operating from their location at 508 W. Coler Street, continues to be a valued asset in the community of Neosho;

WHEREFORE, I, Tyler DeWitt, Mayor of the City of Neosho, Missouri do hereby proclaim on this 4th day of October, Two Thousand and Twenty-Two, C-V Glass of Neosho as the Business/Employer of the Month for October 2022. We wish to recognize them for their commitment to quality and their involvement in the community. Thank you for being a part of our city.

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Staff recommendations for Southwest Lime Company's offer of property near Lime Kiln Park

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Lime Kiln

PURPOSE:

The purpose of this item is to provide staff recommendations on Southwest Lime Company's proposed donation of land along Shoal Creek, west of Lime Kiln Park.

BACKGROUND:

Southwest Lime Company owns 8.1 acres north of Shoal Creek, southwest of Lime Kiln Park and west of Lime Kiln Drive. This property has been offered to the city as a donation. The property would serve no purpose to the city.

RECOMMENDATION:

It is the recommendation of staff that the city support the donation of this property to the Land Learning Foundation, a non-profit organization that promotes public education and healthy watersheds through wetland restoration, stream bank stabilization and erosion control.

**NEWTON COUNTY
ABSTRACT AND TITLE CO.**
107 West Main – P. O. Box 308
Neosho, MO 64850
P: (417) 451-3127 F (417) 451-7248
www.NewtonCountyTitle.com hmitchell@ncat1.com

SCHEDULE A

1. Effective Date: August 19, 2022 at 3:00 pm
2. Policy or Policies to be issued: Amount of Insurance

INFORMATIONAL REPORT ONLY

3. The estate or interest in the land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the fee simple estate or interest in the land is at the effective date vested in:
SOUTHWEST LIME COMPANY
5. The land referred to in this Commitment is located in the County of **Newton**, State of **MISSOURI**, and is described as follows:

See Appendix A

NEWTON COUNTY ABSTRACT AND TITLE COMPANY

**Holly Mitchell
Authorized Signatory**

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Public Hearing for Bill No. 2022-68 Rezoning 1720 S. High Street

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Bill No. 2022-68: Rezoning for 1720 S. High Street

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-68 Rezoning 1720 S High St - JLP edits 10-3-22
 2. 1720 S. High Street P&Z Application
 3. 1720 S. High St rezone
 4. Picture
 5. Picture
-

PURPOSE:

1720 S. High St. rezoning from R-1 to R-3 For the purpose of a daycare for the Neosho School District.

BACKGROUND:

The Neosho School District is requesting that the structure at 1720 S. High St. (previously South High Christian Church) be rezoned from R-1 to R-3 for the purposes of establishing an employee daycare facility.

RECOMMENDATION:

It is the majority recommendation of the Planning and Zoning Commission to *deny* the request to rezone 1720 S High St. to R-3.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, REZONING THE REAL PROPERTY DESCRIBED BELOW, GENERALLY LOCATED AT 1720 SOUTH HIGH STREET, FROM R-1, FIRST DWELLING HOUSE DISTRICT, TO R-3, APARTMENT HOUSE DISTRICT.

WHEREAS, an application has been filed by Neosho School District for a rezoning of the real property described below, generally located at 1720 South High Street, from R-1, First Dwelling House District, to R-3, Apartment House District; and

WHEREAS, the applicant desires to rezone the real property for the purpose of using it as a child care center for its employees; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning and Zoning Commission held a public hearing for the consideration of the rezoning on September 27, 2022, and rendered a decision to not approve the rezoning for said property; and

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing for the consideration of the rezoning on October 4, 2022, and rendered a decision to approve the rezoning for said property.

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

SECTION 1: That the real property described in Exhibit A, attached hereto and incorporated by reference, is hereby rezoned from R-1, First Dwelling House District, to R-3, Apartment House District.

SECTION 2: That the City Manager, or his designee, is hereby authorized and directed to update the City's Zoning District Map to reflect this rezoning.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

EXHIBIT A

Legal Description.

All

of the South Half of Lots 7 and 8 in James Subdivision except 25 feet off the East side of Lot 8 for road and except County road off the West side of Lot 7, all according to the recorded plat thereof, now in the City of Neosho, Mo.; said First Parties conveying entire 10 acres, subject to outstanding deed of trust securing debt to First National Bank, which grantee (Second Party) assumes and agrees to pay.



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT	PROJECT
Name <u>NEOSHO SCHOOL DISTRICT</u>	Project Location <u>1720 S. HIGH ST</u>
Address <u>418 FAIRGROUND RD</u>	Existing Use <u>CHURCH</u>
Phone <u>417-451-8600</u>	Proposed Use <u>STAFF DAYCARE</u>
Contact Person Name <u>JIM CUMMINS</u>	Existing Zone <u>R-1</u>
Contact Person Phone <u>417-451-8600</u>	Proposed Zone <u>R-3</u>

SIGNATURE OF OWNERS & DATE

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

[Signature]
Signature of Owner

8/30/22
Date

Signature of Co-Owner

Date

Staff Use Only

Application Accepted...

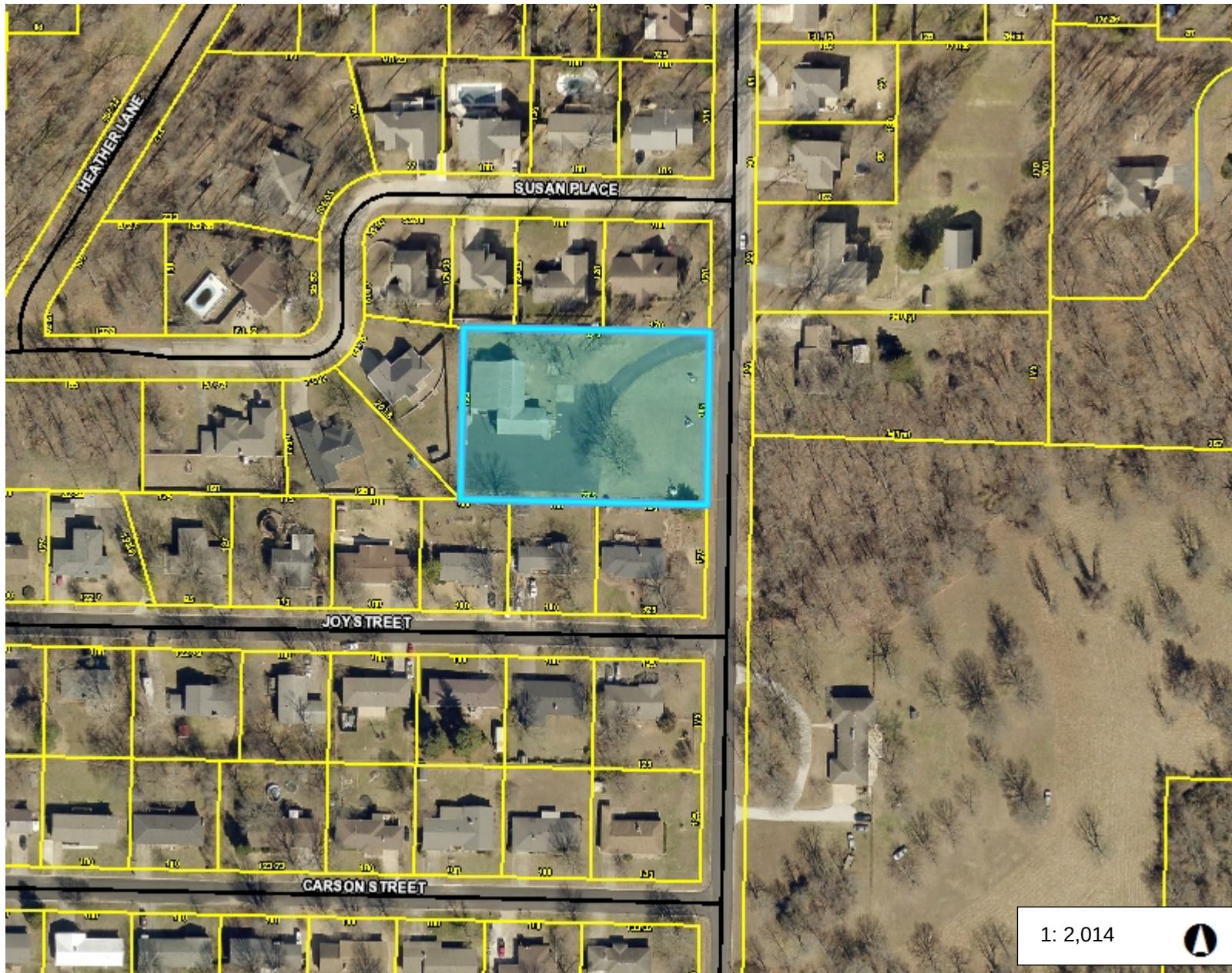
Date _____

Time _____

By _____

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

Neosho, MO



Legend

Neosho Streets

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

Parcel

Notes

1720 S. High rezone

335.7 0 167.84 335.7 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





REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Public Hearing for Bill No. 2022-69: Special Use Permit for 1743 Pineville Road

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Bill No. 2022-69: Special Use Permit for 1743 Pineville Road

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2022-69 Special Use Permit Jason Schanda - JLP edits 10-3-22
 2. 1743 Pineville Rd Application packet
 3. 1743 Pineville Road Special Use Posting
 4. Picture
 5. Picture
 6. Picture
-

PURPOSE:

Consideration of a Special Use Permit for 1743 Pineville Rd for a home-based business.

BACKGROUND:

The owner of this property is requesting a Special Use Permit for a home-based business. The owner would be smoking meat for a catering operation and private firearm transfers and sales.

RECOMMENDATION:

It is the unanimous recommendation of the Planning and Zoning Committee to accept the Special Use Permit request for 1743 Pineville Road.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, GRANTING A SPECIAL USE PERMIT TO JASON SCHANDA TO OPERATE A CUSTOM MEAT SMOKING BUSINESS AND A FIREARM TRANSFER AND SALES BUSINESS AT 1743 PINEVILLE RD., NEOSHO, MISSOURI.

WHEREAS, JASON SCHANDA DESIRES TO OPERATE A CUSTOM MEAT SMOKING BUSINESS AND A FIREARM TRANSFER AND SALES BUSINESS AT 1743 PINEVILLE RD., NEOSHO, MISSOURI; AND

WHEREAS, 1743 PINEVILLE RD., NEOSHO, MISSOURI, IS ZONED R-1, FIRST DWELLING HOUSE DISTRICT, AND DOES NOT PERMIT THESE USES; AND

WHEREAS, JASON SCHANDA HAS REQUESTED A SPECIAL USE PERMIT FOR THESE USES; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF NEOSHO, MISSOURI, ON SEPTEMBER 27, 2022 AT 6:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT. THE COMMISSION RECOMMENDED APPROVAL OF THE SPECIAL USE PERMIT; AND

WHEREAS, AFTER PROPER NOTICE, A PUBLIC HEARING WAS HELD BEFORE THE CITY COUNCIL OF THE CITY OF NEOSHO, MISSOURI, ON OCTOBER 4, 2022 AT 7:00 PM. THERE WAS NO OBJECTION TO THE SPECIAL USE PERMIT.

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

SECTION 1: A Special Use Permit, authorizing the operation of a custom meat smoking business and a firearm transfer and sales business for the property located at 1743 Pineville Rd., Neosho, Missouri, is hereby granted in accordance with and subject to the provisions of the Neosho City Code and with the following conditions made a part thereof:

A. This Special Use Permit is issued to Jason Schanda to operate a custom meat smoking business and a firearm transfer and sale business at 1743 Pineville Rd., Neosho, Missouri. This Permit is not transferable.

B. This Permit shall be for a term of three (3) years, renewable in October 2025.

C. The Permittee agrees that it assumes all risk of, and responsibility for, and agrees to hold harmless the City of Neosho, its officers, employees, and agents from, any claims whatsoever for personal injury or property damage arising in connection with any activity conducted or undertaken under the terms of this Permit.

D. The Permittee agrees to comply with the Neosho City Code, as well as applicable federal and state laws.

E. The Permittee agrees to comply with any other conditions set by the City Council of Neosho.

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

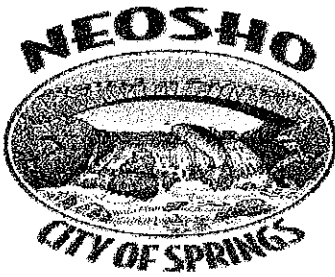
Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney



Planning and Zoning Department

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

PLANNING AND ZONING APPLICATION

PROJECT TITLE & TYPE

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

INFORMATION

APPLICANT		PROJECT	
Name	<u>Jason R Schanda</u>	Project Location	_____
Address	<u>1743 Pineville Rd</u>	Existing Use	_____
Phone	<u>417 689 0110</u>	Proposed Use	_____
Contact Person Name	<u>Jason Schanda</u>	Existing Zone	_____
Contact Person Phone	<u>417 689 0110</u>	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]
Signature of Owner
Janil Schanda
Signature of Co-Owner

08/10/2022
Date
Aug 10 2022
Date

Staff Use Only

Application Accepted...

Date _____

Time _____

By _____

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



Planning and Zoning Department
City Hall 203 E. Main Neosho, MO 64850 Phone 451-8050

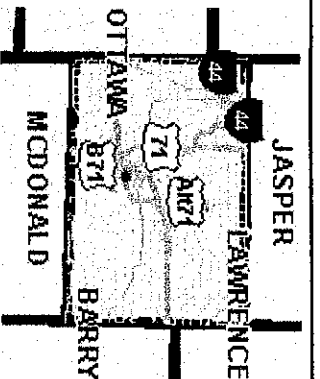
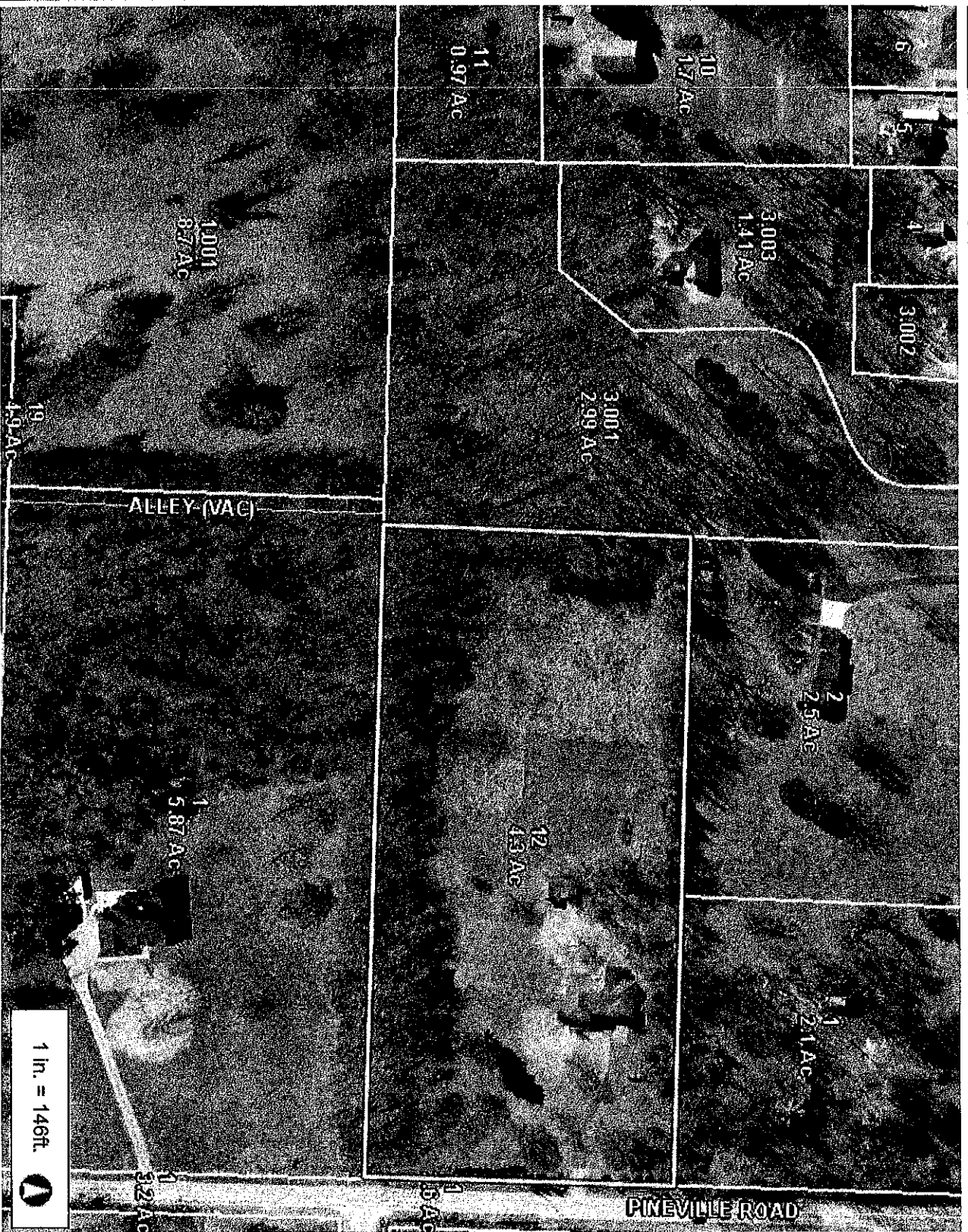
PROCEDURE FOR REZONING , SPECIAL USE PERMIT AND ABANDONMENT/VACATION OF STREETS and ALLEYS

- Applications shall be made on forms provided by the Planning and Zoning Department at City Hall.
- Filing fee, plus cost for publication and notice shall be paid when application is filed with **all** required attachments. **Required attachments are as follows:**
 1. Receipt for payment of applicable fee plus publication cost.
 2. List of property owners with 200 feet of said property (name, address, and parcel number)*
 3. Map of lots and streets within at least 300 feet *
 4. Copy of Deed *
- At the time of filing, the City Clerk shall note on the application the date of filing and make a permanent record of notation.
- Application shall go before the Planning and Zoning Commission within two (2) regular meetings from the date of filing. See attached schedule.
- Before the hearing, a Notice shall be published in the newspaper, and four (4) signs shall be posted on the property announcing hearing dates.
- At the hearing, the Commission shall make a report of their **recommendation** to approve or deny the application. This is **NOT** a final decision.
- The application and the Commissions recommendation shall then go before the City Council at the next regularly scheduled meeting. A notice shall be published announcing the hearing at least once, prior to hearing date.

* Available at the County Assessors office

Note: If an objection is received by property owners of at least two-thirds of the surrounding 185 feet of property, then the rezoning must be passed by a four-fifths vote.

Newton County, MO



Legend

- Road
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets
- Parcel
- Corporate Limit Line
- County Boundary

Notes

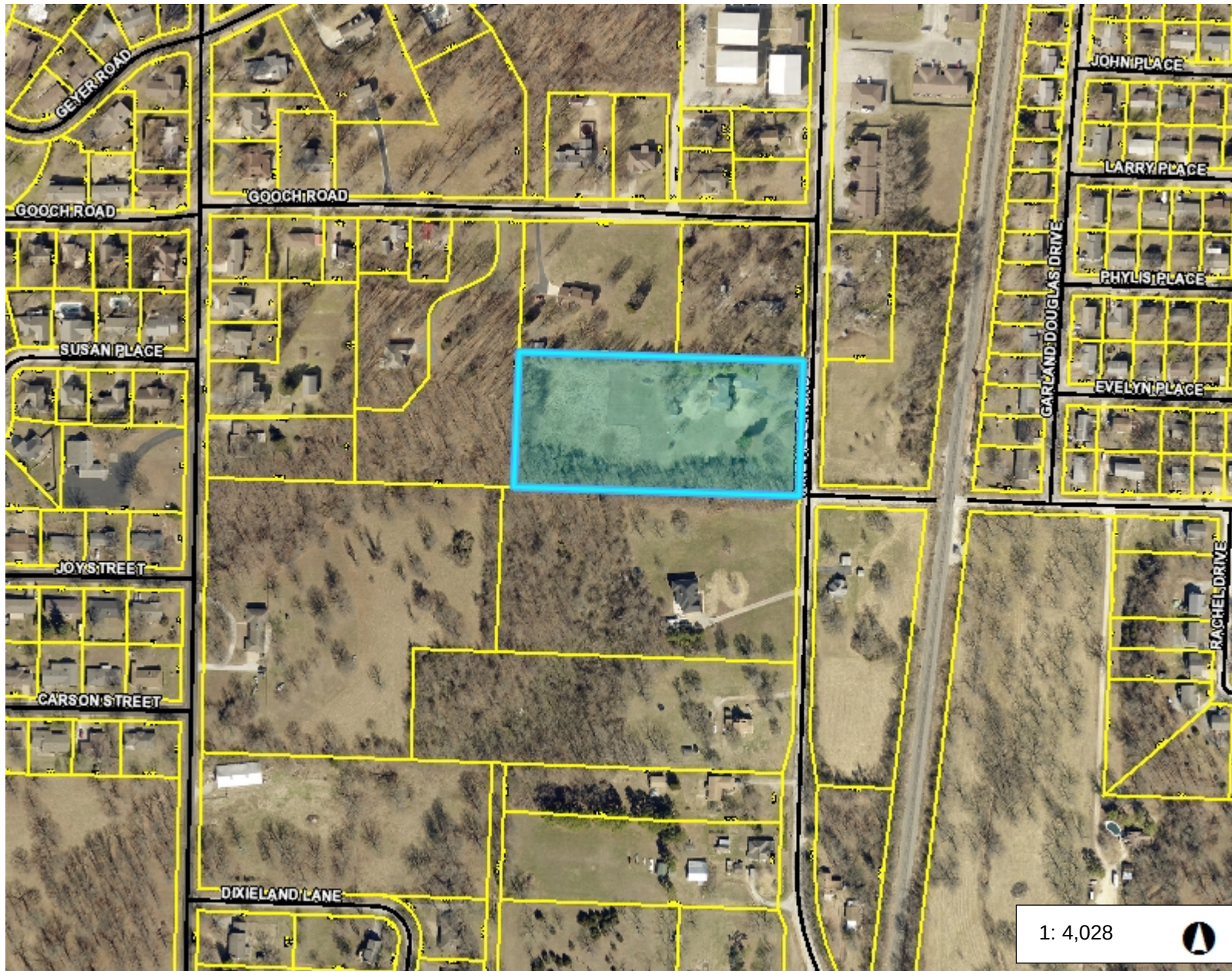
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1 in. = 146ft.



Neosho, MO



Legend

Neosho Streets

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

Parcel

1: 4,028



671.4 0 335.69 671.4 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.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Jason (Jay) Schanda
1743 Pineville Road
Special Use Permit posting







REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Bill No. 2022-71: Surplus City Items

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bill No. 2022-71 Surplus Property

PURPOSE:

To dispose of city property as prescribed by the city code.

BACKGROUND:

The list of property listed in Bill No. 2022-58 has been removed from found property and property that was owned by various City of Neosho departments that is no longer needed.

RECOMMENDATION:

To authorize the surplus and removal of these items.

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:

QTY.	ITEM	DEPARTMENT
1	1GCHK34J6WZ224735 1998 Chevy 3500 4WD Pick-up	Parks Department
8	Desk Chairs High Backed	Parks Department
10	Table Chairs	Parks Department
6	Shop Lights from Old Shop	Parks Department
1	Large Stationary Air Compressor	Parks Department
1	Older Electrical Box	Parks Department
1	Touch-Tone Lamp	Parks Department
1	CARE Trailer 2003 Surrey Public Education Trailer	Fire Department
3	6,000 Gallon Fuel Tanks	Public Works
1	Unleaded Fuel Pump	Public Works
1	Diesel Fuel Pump	Public Works
1	Reebok Elliptical	Senior Center
1	Proform Treadmill	Senior Center
1	Large Bag of Ping Pong Balls	Events
1	Large Tub of Rubber Ducks	Events
1	Rolling Cabinet 2-drawer Wood	City Hall
1	Flower Picture	City Hall
1	Small Basket	City Hall

1	Small Heater	City Hall
1	Schuber Mitchell Hat	City Hall
1	Box of Sheet Protectors	City Hall
5	Calculators	City Hall
1	CD Holder with 2 CDs	City Hall
2	Drawer Tray	City Hall
1	Binder Machine	City Hall
2	Staplers	City Hall
1	3-hole Punch	City Hall
1	Box Misc. Office Supplies	City Hall
1	Misc Folders	City Hall
1	Paper Stand Holder	City Hall
2	Filing Cabinets 4-Drawer	Golf Course

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 20th day of October 2022, by a vote of _____.

CITY OF NEOSHO, MISSOURI

ATTEST

Tyler DeWitt, Mayor

Cheyenne Wright, City Clerk

APPROVED AS TO FORM

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Bill No. 2022-72: MOU with City of Joplin

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2022-72 agreement w COJ RE Flashover Simulator
 2. MOU and Release Waiver Flashover
-

PURPOSE:

To establish an MOU with the City of Joplin Fire Department for the use of the Swede Flashover simulator

BACKGROUND:

This MOU is for an agreement between the City of Neosho and the City of Joplin to share use of the Swede flashover simulator. Neosho Fire Department has owned this Flashover simulator since 2006, when we received it from a FEMA grant. The Joplin Fire Department has offered to allow us to use their full training facility in return for us moving the Flashover simulator up to their facility for shared use. We will maintain full ownership of the Flashover simulator with the responsibility for care and maintenance of it. Since the time the Neosho Fire Department owned this simulator, the only cost to maintain it has been paint for the exterior. The unit is made of heavy metal, chains, and cables, all of which are in good shape at this time. This agreement will allow the two departments to have access to training opportunities that neither of us both have available to us. The agreement and liability release has been approved by the city's attorney.

RECOMMENDATION:

Staff recommends Council to approve this MOU and Liability waiver release.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding with the City of Joplin, Missouri, for the purpose of locating and using a flashover simulator at the Joplin Public Safety Training Center; 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 Memorandum of Understanding with the City of Joplin, Missouri, for the purpose of locating and using a flashover simulator at the Joplin Public Safety Training Center, 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 _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

David W. Sims, Acting City Attorney

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this 7th day of September, 2022 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("Joplin"), and the City of Neosho, Missouri, a Missouri Municipal Corporation ("Neosho"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Joplin owns the Joplin Public Safety Training Center (PSTC), including a training tower, skid pad, burn props, and classrooms located at 5102 Swede Lane in Joplin, Missouri; and

WHEREAS, Neosho owns a flashover simulator; and

WHEREAS, the Parties desire to locate and use the flashover simulator at the PSTC for the purpose of training.

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

1. **JOPLIN'S OBLIGATIONS.** Joplin agrees to allow Neosho to use Joplin's training tower, skid pad, burn props, and classrooms at the PSTC at no cost to Neosho, subject to Joplin's reasonable discretion in scheduling. Joplin further agrees to allow Neosho to locate and use Neosho's flashover simulator at the PSTC, subject to Neosho's reasonable discretion in scheduling. Joplin agrees not to allow any other entity to use Neosho's flashover simulator.

2. **NEOSHO'S OBLIGATIONS.** Neosho agrees to locate and allow Joplin to use Neosho's flashover simulator at the PSTC at no cost to Joplin, subject to Neosho's reasonable discretion in scheduling. Neosho further agrees to be responsible for any costs related to the flash simulator, including transportation, maintenance, and repair.

3. **RESPONSIBILITY FOR EMPLOYEES.** Each Party assumes full responsibility and risk for its employees engaged in training or otherwise present at the PSTC, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of FICA and income taxes), workmen's compensation and disability insurance as required by law, comprehensive public liability insurance, as well as any and all claims for

workmen's compensation and personal injury related to training or otherwise being present at the PSTC. Under no circumstances will either Party's employee be considered an employee or agent of the other Party.

4. **TERM AND TERMINATION.** The term of this MOU will be for a period of one (1) year from the Effective Date. Thereafter, the MOU will automatically renew for subsequent terms of (1) year. Either Party may terminate this MOU by giving thirty (30) days' written notice to the other Party. In the event of termination, Neosho must, at its sole cost, remove the flashover simulator from the PSTC within thirty (30) days of termination.

5. **AMENDMENTS.** The covenants and obligations herein contained are the full and complete terms of this MOU, 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 MOU.

6. **CHOICE OF LAW AND VENUE.** This MOU 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 Jasper County, Missouri.

7. **COMPLIANCE WITH LAWS.** All Parties shall observe and comply with all Federal, State, and local laws and ordinances.

8. **HEADINGS.** The headings of paragraphs in this MOU are for convenience only. The headings form no part of this MOU and shall not affect its interpretation.

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

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

11. **SEVERABILITY.** If any of the provisions of this MOU shall be construed to be invalid

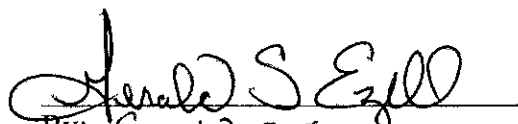
or illegal, the legality or validity of the other provisions of this MOU shall not be effected thereby. Any illegal or invalid provision of this MOU shall be severable and any other provisions shall remain in full force and effect.

12. NO THIRD-PARTY BENEFICIARIES. This MOU shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

13. WAIVER. Waiver of any provision of this MOU or breach of this MOU 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 MOU. Failure by one of the parties to this MOU to assert its rights for any breach of this MOU shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date written above.

CITY OF JOPLIN, MISSOURI,
A Missouri Municipal Corporation


By: Gerald S Ezell
Its: Fire Chief

CITY OF NEOSHO, MISSOURI,
A Missouri Municipal Corporation

By:
Its:

AGREEMENT AND RELEASE FROM LIABILITY

THIS AGREEMENT, entered into on the 15th day of August 2022, by and between the City of Joplin, Missouri, a municipal corporation, and the City of Neosho, Missouri, a municipal corporation, hereby agrees as follows:

WHEREAS, the City of Joplin Fire Department has a need to utilize a Swede Flashover Simulator, in conducting training for its personnel and the City of Neosho Fire Department has a need to utilize the burn props, training tower, skid pad, and classrooms in conducting training for its personnel.

NOW, THEREFORE, in the consideration of the mutual promises, covenants, and agreements herein set forth and contained, the City of Joplin and the City of Neosho, hereby mutually agree as follows:

1. Obligations. The City of Neosho Fire Department agrees to allow the City of Joplin Fire Department to utilize and house the Swede Flashover Trainer, owned by the City of Neosho Fire Department for training purposes for the duration of this agreement. The Swede Flashover Trainer will be housed at the Public Safety Training Center (PSTC), owned by the City of Joplin.

The City of Joplin Fire Department agrees to allow the Neosho Fire Department to utilize the burn props, training tower, skid pad, and classrooms located at the PSTC for training purposes for the duration of this agreement.

The City of Neosho agrees to hold harmless, the City of Joplin, from any of its activities related to the use of the PSTC for fire training. The City of Joplin agrees to hold harmless, the City of Neosho, from any of its activities related to the use of the Swede Flashover Trainer for fire training.

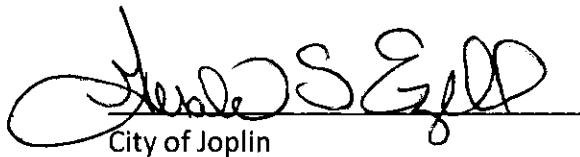
2. Do No Harm. The City of Neosho agrees not to deface, demolish, neglect, nor damage any improvements, nor incur any new improvements due to damage as a direct result of training. The City of Joplin agrees not to deface, demolish, neglect, nor damage any part of the Swede Flashover Trainer.
3. No Interest in Property. The City of Neosho is not acquiring any fee, lease, or license interest in the PSTC. By this agreement, The City of Neosho has only the right to use the PSTC for training purposes.

4. At Your Own Risk. The City of Neosho cannot and will not hold the City of Joplin liable in the event of injury during the use of the PSTC for training, and the City of Joplin cannot and will not hold the City of Neosho liable in the event of injury during the use of the Swede Flashover Trainer. Both parties agree that their employees shall be covered under the respective city's workers compensation program in the event of injury during the training conducted at the PSTC.

IN WITNESS HEREOF. The parties have hereunto set their hands the day and year first above written.

City of Neosho

Date



City of Joplin

9/23/22
Date

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: RV Park Ordinance

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

- 1. Bill No. 2022-73 Amending Chapter 405 Zoning Regulations by enacting a new Section 405.179 District RV Recreational Vehicle District**
-

PURPOSE:

The purpose of this ordinance is to establish rules regulating a RV Park zone in the city of Neosho.

BACKGROUND:

After requests by citizen, the city staff and the city attorney have drafted a proposed ordinance establishing a RV Park zone in the city

RECOMMENDATION:

The staff recommends the council authorize the proposed RV Park zone ordinance.

COUNCIL BILL NO.

ORDINANCE NO.

AN ORDINANCE amending Chapter 405 Zoning Regulations by enacting a new Section 405.179 District “RV” Recreational Vehicle Park District.

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

Section 1. That Chapter 405 Zoning Regulations is amended by enacting a new Section 405.179 District “RV” Recreational Vehicle Park District as follows:

“A. *Purpose.* The purpose of this Section is intended to:

1. Provide commercial rental parking spaces and sites for recreational vehicles (RVs), including motor homes, travel trailers, pick-ups, campers and tent trailers.
2. Provide goods and services customarily needed by occupants of the park.
3. Assure reasonable standards for the development of facilities for the occupancy of recreational vehicles on a temporary basis, ranging from short overnight stops to longer destination-type stays of up to ninety (90) days.

B. *Design Standards.*

1. *Minimum Park Area.* The minimum size of an RV park shall be 2 acres.
2. *Rental Space Size.* Minimum rental space size shall be fifteen hundred (1500) square feet. Minimum rental space size shall not include any area required for access roads, off-street parking, service buildings, recreation areas, office, and similar RV park needs.
3. *Rental Pads.* Each site shall be marked and numbered for identification. A minimum of eighty percent (80%) of all spaces shall be equipped with a surfaced area of not less than ten feet by forty feet, containing hookups for temporary water, sewer, and electricity. Surfacing shall consist of gravel, asphalt, or concrete. Where gravel surfacing is used, the design of the gravel pad shall be approved by the City to maintain proper drainage and minimize dust. Where provided, each RV unit shall be parked entirely on the surfaced area so that no part thereof obstructs any roadway or walkway within the RV Park. Those spaces not equipped with such a surfaced area, intended for occupancy by recreational vehicles not having self-contained flush toilets or showers, shall be equipped with a gravel pad, the design of which shall be approved by the City, of not less than ten feet by twenty-five feet for RV unit parking and a hookup for temporary water. Spaces equipped with such a gravel pad shall not exceed twenty percent (20%) of the total number of spaces in the RV Park. No RV unit shall be located in the RV Park for more than ninety (90) days within a one hundred eighty (180) day period. Skirting an RV unit located in the RV Park shall be

prohibited. Individual outbuildings and storage units in the RV Park shall be prohibited. Tent camping in the RV Park shall be prohibited.

4. *Setback Requirements.* Each rental space shall meet the following setback requirements:

- a. Fifty (50) feet when abutting a state or federal highway or designated major arterial.
- b. Twenty-five (25) feet when abutting a public right-of-way other than “a” above.
- c. Fifteen (15) feet when abutting any property line other than “a” or “b” above.
- d. There shall be a minimum distance of ten (10) feet between RV units parked side by side.
- e. There shall be a minimum distance of ten (10) feet between RV units parked end to end.
- f. There shall be a minimum distance of twenty (20) feet between any RV space and any building.

5. *Streets.* Streets or roadways and parking areas within the RV Park shall be designed to provide safe and convenient access to all spaces and to facilities for common use by park occupants, and shall be constructed and maintained to allow free movement of emergency and service vehicles at all times, and shall be graded to drain and surfaced with gravel, asphalt or concrete, the design of which shall be approved by the City, to maintain proper drainage and minimize dust. All interior roadways shall be at least thirty-two (32) feet in width for two-way traffic, and at least eighteen (18) feet in width for one-way traffic. Parking shall not be allowed on park streets. A forty-five (45) foot turning radius shall be required on all curves, to allow access by emergency vehicles. Any bridges within the development shall have a capacity of at least sixteen (16) tons, to allow access by emergency vehicles. Road grades shall not exceed six percent (6%). Access into the park from a public street shall meet the same design standards as those of the public street, for a distance of forty (40) feet from the property line into the development. All roadways and walkways within the park shall be adequately lighted at night, to provide safe access.

6. *Frontage.* All spaces shall have a minimum frontage of twenty-five (25) feet along an interior roadway. Any accessory uses such as attached awnings, steps, or pop-outs, shall be considered to be part of the trailer.

7. *Utilities.* All utilities shall be placed underground.

- a. *Water Supply.* An accessible, adequate, safe and potable supply water under pressure shall be provided in every RV Park. The water supply shall be connected to the City water system and installed to all applicable city standards. All plans and

specifications shall be submitted with the zoning or rezoning request. Each rental space shall be equipped with at least one water outlet.

b. *Sanitary Sewer.* A minimum of eighty percent (80%) of all rental spaces shall be equipped with a hookup to a temporary public sewage system by way of a branch line and riser pipe at least four (4) inches inside diameter. The riser pipe shall be capped with a watertight cap or plug when not in use. Sanitary sewage systems shall comply with the requirements of the State of Missouri and Newton County Health Department.

c. *Electricity.* A minimum of eighty percent (80%) of all rental spaces shall be equipped with an electrical outlet supplying at least 110 volts, or 110/220 volts, installed in accordance with applicable electrical codes.

8. *Sanitary Facilities.* Every RV Park shall be provided with one or more service buildings equipped with flush toilets and showers. Such facilities shall be kept in a clean and sanitary condition, and plumbing fixtures shall be maintained in good working order. All such facilities shall be adequately lighted at all times and shall be well ventilated. Portable fire extinguishers of a type approved by the Neosho Fire Department shall be kept in the service buildings and at all locations designated by the fire department and shall be maintained in operating condition.

9. *Sanitary Disposal Stations.* Every RV Park shall contain at least one sanitary disposal station for the sole purpose of removing and disposing of wastes from holding tanks in a clean, efficient and convenient manner. Sanitary disposal stations shall comply with the requirements of the State of Missouri and Newton County Health Department.

10. *Refuse Disposal.* The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions. Any refuse facility shall be in a centralized enclosed storage facility. Adequate refuse collection and removal shall be the responsibility of the park owner.

11. *Fire Protection.* Fire hydrants shall be installed throughout all RV Parks in accordance with the specification of the Neosho Fire Department. There shall be one (1) hydrant at the entrance to the development, and additional hydrants at a distance not to exceed five hundred (500) feet between hydrants. All buildings within the RV Park shall be equipped with fire extinguishing equipment in good working order of such type, size, and number as prescribed by the Neosho Fire Department.

12. *Landscaping and Open Space.* A landscape plan, to be approved by the City Council, shall be required for RV parks. Landscaping shall be designed to perform the following functions:

- a. Screen the RV Park visually and audibly from adjacent properties as completely as possible. The RV Park shall be screened from adjacent properties by means of fences or walls, six (6) feet in height, or by means of hedges or other landscaping.
- b. Provide an attractive entrance and street frontage
- c. Provide dust and erosion control.
- d. Provide a neat, attractive, and aesthetically pleasing appearance.

C. Establishment of RV Park. An RV Park may be established on any tract of land held in single ownership or unified control provided that the applicant shall show, and the City Council shall find:

- 1. That the site is in conformance with sound planning principles and the land use plan for that area, as set forth in the general plan;
- 2. That the site has an acceptable relationship to the major thoroughfare plan of the city, and is accessible to recreational vehicles without causing disruption to residential areas; and
- 3. That the proposed recreational vehicle park will not overload utility and drainage facilities.

D. Enlargement or Expansion.

- 1. Any enlargement or extension to any existing recreational vehicle park shall be treated as if such enlargement or extension was a new establishment, and thus be subject to all current, applicable regulations.
- 2. No enlargement or extensions to any recreational vehicle park shall be permitted unless the existing one is made to conform substantially to all requirements for new construction for such an establishment.

E. Supplementary Requirements. In addition to the foregoing, the City Council may impose such other conditions, requirements, or limitations concerning the design, development, and operation of such recreational vehicle park as it may deem necessary for the protection of adjacent properties and the public interest.

F. Recreational Vehicle and Travel Trailer Storage. One (1) recreational vehicle or travel trailer may be stored in a driveway leading to a required off-street parking space for a single-family detached, single-family semi-detached, duplex, or townhouse dwelling unit or mobile home on an individual lot or stored in an enclosed garage or other accessory building, or parked in a rear yard, provided that no living quarters shall be maintained or any business conducted in connection therewith while such recreational vehicle or travel trailer is parked or stored.”

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2022, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Bond requirements for new subdivisions

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Area Towns Bond Code

PURPOSE:

To seek councils' preference on requiring developers to provide a performance bond and/or maintenance bond for new subdivisions.

BACKGROUND:

It has become apparent in our current practices of accepting new developments that the city has very little leverage in making sure the subdivision's infrastructure, such as street pavements, curbs, water lines, and sanitation lines, performs as designed.

After looking over many other area towns' subdivision codes, we have discovered most require a performance bond that covers the cost at a set percentage to install and build these infrastructure items. One community additionally requires a maintenance bond for improper construction up to years after the subdivision is completed.

RECOMMENDATION:

The City staff seeks the council's direction and preference for new subdivision development bond requirements.

City of Duquesne, MO

Performance Guarantees.

[R.O. 2004 § 420.095; Ord. No. 44 § 1, 3-14-2005]

A.

The proper installation of streets, curbs and gutters, sidewalks, storm drainage facilities, pedestrian walkways, streetlights, right-of-way and lot grading and other required improvements shall be guaranteed by the subdivider or his/her agent by furnishing surety (guarantee) in the form of performance and maintenance bonds.

B.

No improvements shall be constructed nor any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it shall have been submitted, approved and accepted and they shall have been in compliance with all of the requirements relating to surety, bond and deposit.

1.

Procedures.

a.

The term "improvements," as used herein, shall include all streets, roadways, sanitary sewers and sewerage facilities, storm drainage (including detention) facilities and water distribution system, all as required to serve the platted area. Additionally, the term "improvements," as used above, shall include that portion of any sidewalk that is a part of the approved construction plan, which abuts or is to be located across the front of any lot for which an occupancy permit is requested.

b.

After approval of the construction plan by the City's Engineer, Commission and the Board of Aldermen and after the approval of the final plat by the City, but prior to the recording of the final plat, the developer must either complete the improvements under the inspection of the City's Engineer and the Mayor in accordance with the approved plans; or, in lieu of the actual completed installation of said improvements, must post a financial guarantee of performance as follows:

(1)

Improvement Performance Bond. In lieu of construction of required improvements as set forth on the final plat, the developer shall furnish an improvement performance bond to the favor of the City of Duquesne at the time construction plans are submitted for approval. The amount of the

improvement performance bond shall be for one hundred five percent (105%) of the cost for completing construction of the required improvements, including cost escalation over the anticipated construction period and contingencies as estimated by the developer's engineer, verified by the City's Engineer and approved by the Mayor and Board of Aldermen. The required improvement performance bond shall remain in effect during construction and released upon the approval of the City's Engineer, Mayor and Board.

(a)

Said bond shall be properly executed and delivered to the City Clerk prior to any grading or construction.

(b)

Unless the required improvements have been installed or guaranteed by an improvement performance bond for a lot or tract, no building permits shall be issued for that lot or tract. The bond shall be with a surety or title insurance company authorized to do business in the State of Missouri.

(2)

Failure To Complete Construction Of An Improvement. In the event the developer shall, in any case, fail to complete such work within the period of time required by the conditions of the guarantee for the completion of improvements under the jurisdiction of the City, it shall be the responsibility of the Board of Aldermen to have such work completed. In order to accomplish this, the Board of Aldermen shall reimburse itself for the cost and expense by taking such steps that might be necessary to require performance by the bonding or surety company and as included in the written agreement between the Board of Aldermen and the subdivider/developer.

(3)

Maintenance Bond. The developer must post a financial guarantee in the form of a maintenance bond issued from a bonding company licensed to do business in the State of Missouri in an amount acceptable to the City and in favor of the City warranting all construction improvements [streets, roadways, sanitary sewers and sewerage facilities, storm drainage (including detention) facilities and water distribution system] against failures due to improper construction or installation or failure due to faulty workmanship for a period of two (2) years from the date of acceptance of the completed improvement by the Board of Aldermen.

(4)

Inspection. All improvements constructed or erected shall be subject to inspection by the City or its designated representative responsible for setting and enforcing the applicable design and construction standards of the

required improvements. The subdivider shall give at least forty-eight (48) hours' written notification to the City Clerk prior to the performance of any of the following work:

(a)

All phases of roadway, including curbing and guttering and, if applicable, sidewalk construction.

(b)

All phases of construction, including, but not limited to, water lines, sanitary sewer lines, storm sewer, underground wiring and other required improvements.

ARTICLE VI Improvements Section 405.180.

Required Improvements Enumerated

Prior to the granting of final approval of a final plat by the City Council, the subdivider shall have installed, or shall have furnished the prescribed bond or deposit for the ultimate installation of, the following:

1. Monuments. Monuments shall be placed at all block corners, angle points, points of curves in streets and intermediate points as shall be required by the City Engineer. The monuments shall be of such material, size and length as may be approved by the City Engineer.

2. Streets.

a. Surfacing. All streets shall be surfaced in accordance with applicable standard specifications of the City. Such construction shall be subject to inspection and approval by the City Engineer.

b. Curbs, gutters and drainage. Curbs and gutters on each street, drainage and drainage structures shall be constructed in accordance with standard specifications of the City. Such construction shall be subject to the inspection and approval of the City Engineer.

3. Water supply.

a. Accessible public water supply. Where a public water supply approved by the City is reasonably accessible, each lot within the subdivision area shall be provided with a connection thereto. Extensions of water mains shall be constructed and paid for as provided by this Code and other ordinances of the City. All connections shall be subject to the approval of the City Engineer.

b. Non-accessible public water supply. In a proposed subdivision, pending accessibility of a public water supply, the subdivider may be required to construct wells or a private water supply system in such a manner that an adequate supply of potable water will be available to every lot in the subdivision at the time improvements are erected thereon. The adequacy, healthfulness and potableness of the water supply shall be subject to the approval of the State Health Department.

4. Sanitary sewer system.

a. Accessible public sanitary sewer. Where a public sanitary sewer is reasonably accessible, each lot within the subdivided area shall be provided with a connection thereto. All connections shall be subject to the approval of the City Engineer.

b. Non-accessible public sanitary sewer. Where a public sanitary sewer is not reasonably accessible, sanitary sewage disposal facilities shall be constructed in compliance with this Code and other ordinances of the City and laws of the State.

5. Storm water management. Storm water management shall be provided in accordance with Chapter 525.

6. Prior to the granting of final approval, the subdivider shall submit a projected completion date of the improvements enumerated in this Article and the prescribed bond or deposit shall guarantee performance of same prior to the projected completion date. Upon expiration of the projected completion date, the subdivider may, for good cause shown, request an extension of the projected completion date, provided that the prescribed bond or deposit guarantees performance of the improvements enumerated in this Article prior to the expiration of the new projected completion date.

7. Prior to any subdivider or owner occupying any building or structure in the subdivision, and prior to the City granting any occupancy permit for such building or structure, the subdivider shall actually have installed all of the improvements enumerated in this Article and same shall have been inspected, approved and accepted by the City.

8. The prescribed bond or deposit shall be equal to one hundred twenty-five percent (125%) of the cost estimate of the improvements enumerated in this Article, based on the estimates of a licensed professional engineer registered in the State of Missouri, and based on the current State of Missouri Prevailing Wage Determination. The City may, in its discretion, employ its own licensed professional engineer to review the cost estimates provided by the subdivider and, if deemed necessary, require the subdivider to provide an increased bond or deposit to ensure the ultimate installation of all required improvements.

9. Any cash deposit placed in the hands of the City under this Section shall be placed in a separate interest bearing checking account. Upon complete compliance of all required improvements enumerated herein, the funds deposited, plus interest earned thereon, shall promptly be refunded to the subdivider.

10. The person submitting subdivision plans, engineering plans, storm water detention plans, water or sewer main plans, street plans or other such plans for review or approval, or any such person requesting engineering studies, shall pay all costs incurred by the City of Monett for engineering, engineering review, inspections, studies, publication costs or any other costs.

City of Webb City, MO

Final Plats — Approval.

[Ord. No. 6924 §§1—3(9-121), 2-22-1999]

A.

No plat of a subdivision of land lying within the City shall be filed or recorded until it has been submitted to and a report and recommendation thereon shall have been made by the Zoning and Planning Commission and the City Council has approved the plat as provided by State law, this Code and all other applicable ordinances of the City.

B.

No County Recorder shall receive for filing or recording any subdivision plat required to be approved by the City Council and Zoning and Planning Commission unless the plat has endorsed upon it the approval of the City Council under the hand of the City Clerk and the Seal of the City.

C.

Final approval of the final plat shall be indicated by the execution of a certificate of final plat approval on the plat, and the Planning and Zoning Commission shall execute such certificate when the City Clerk certifies to the Commission that the City has received one (1) of the following:

1.

A certificate submitted by the subdivider stating that all improvements and installations to the subdivision required for its approval under the terms of this Chapter and regulations have been made in accordance with these specifications; or

2.

A performance bond which shall:

a.

Run to the City;

b.

Be in an amount sufficient to complete the improvements and installations for the subdivision in compliance with this Article;

c.

Be with surety by a company entered and licensed to do business in the State; and

d.

Specify the time for the completion of the improvements and installations; or

3.

A cash deposit or a cash escrow deposited with an agent approved by the Planning and Zoning Commission in the full amount as determined necessary to complete the improvements and installations for the subdivision in compliance with this Article. Such cash deposit may be withdrawn in direct proportion to the amount of work completed as approved by the Commission.

REQUESTED COUNCIL MEETING DATE: October 4, 2022**ITEM:** Amendment to Electric Service Agreement with Liberty Utilities**ORIGINATING DEPARTMENT:** Public Works Department**ATTACHMENT:****1. Liberty amended agreement October 4th 2022**

PURPOSE:

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

BACKGROUND:

This amendment is for the replacement of three non-working streetlights and being replaced with new LED streetlights. One amendment will come with a decrease, while the other two will come with a small increase in investment.

1. Hickory and Valley	WO #972111	monthly decrease	-\$1.79
2. Delaware and Barton	WO#972122	monthly increase	\$0.76
3. 935 Southeast Blvd	WO#971131	monthly increase	\$0.76

Total monthly decrease -\$0.27

RECOMMENDATION:

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

The Empire District Electric Company

Work Order # **972122**

Request for Change in Street Lighting Service

Missouri

City of Neosho

hereinafter called CITY, on the

Pursuant to a Resolution adopted by the governing body of the

14th day of September, 2022 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
Install	Delaware and Benton St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Delaware and Benton St	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				- \$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 296.38	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

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	483	6,000L - 70W	11	12,000L - 175W	11	7,500 - 9,500L - 150W	97
11,000L - 250W	13	16,000L - 150W	218	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 972122

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$296.38

\$55,598.11

\$617,756.79

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

Work Order # 972111

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

hereinafter called CITY, on the

Pursuant to a Resolution adopted by the governing body of the

14th day of September, 2022 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
Install	Hickory and S Valley St	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	Hickory and S Valley St	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 350.76	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 132.29	

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$132.29
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.91
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.52
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

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	484	6,000L - 70W	11	12,000L - 175W	11	7,500 - 9,500L - 150W	96
11,000L - 250W	13	16,000L - 150W	218	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 972111

DATE COMPLETED _____

CURRENT INVESTMENT CHARGE

ANNUAL FACILITY USAGE CHARGE

ACCUMULATIVE INVESTMENT CHARGE

\$132.29

\$55,571.44

\$617,460.41

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
(VICE PRESIDENT)

The Empire District Electric Company

Work Order # 971131

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 **21st** day of **September, 2022** **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
Install	935 S.E. BLVD	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 350.76	
Remove	925 S. E. BLVD	7,000L 175W MV Open Bottom	1		\$91.62		\$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$91.62	\$ 350.76	\$ 54.38
A Annual Energy Charge for this Request (Install minus Remove)				-\$17.59			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$	296.38

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

C	Total Facility Usage Charge for this Request (Total Line B)	\$296.38
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$26.67
E	Annual Energy Charge for this Request (Total Line A)	-\$17.59
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$9.08
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.76

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	482	6,000L - 70W	11	12,000L - 175W	11	7,500 - 9,500L - 150W	98
11,000L - 250W	13	16,000L - 150W	218	20,500L - 250W	58	13,000 - 16,000L - 250W	0
20,000L - 400W	9	27,500L - 250W	13	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	4	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 971131		DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$296.38	\$55,624.79	\$618,053.17

The Empire District Electric Company

Company Representative Completing Contract: Brad Lett

Executed at Joplin, Mo this day of

By _____ Page 62 of 65

REQUESTED COUNCIL MEETING DATE: October 4, 2022

ITEM: Missouri LAGERS Annual Meeting

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Employer Delegate Appointment Form_9.6.22
 2. LAGERS Employer Certification
-

PURPOSE:

The purpose of this item is to get Council's approval for the HR Director to be the Employer Delegate Appointment at the Missouri LAGERS annual meeting - October 2022.

BACKGROUND:

The employer delegate participates in the employer trustee election and is appointed by the employer's governing body. This appointment can be made through a simple motion and a vote at a board meeting. Preferably, this person is a member of your subdivision's governing body but can be a staff person appointed by the board to vote in their absence.

RECOMMENDATION:

Staff requests council's approval to allow the Mayor to be the Employer Certification Contact for the HR Director to attend the Missouri LAGERS Annual Meeting in October as the Employer Delegate Appointment. Information needed will be an Employer Certification Contact entailing First and Last Name, email address, employer name, and job title.

This form may be used to appoint the employer delegate to be sent to the Missouri Local Government Employees Retirement System (LAGERS) Annual Meeting to be held October 27-28, 2022 at Double Tree Hotel in Springfield, MO

The Mayor of the City of Neosho hereby
Name of Governing Body Name of Subdivision
appoints Krysti Muhic to be the Employer Delegate for our
Name of Appointed Employer Delegate
political subdivision for the purposes of participating in the Board of Trustee election at the Missouri Local Government Employees Retirement System's Annual Meeting.

Signature

Presiding Officer of Governing Body



MISSOURI LAGERS
A Secure Retirement for All

Missouri Local Government Employees Retirement System (LAGERS) Annual Meeting to be held October 27-28, 2022.

The LAGERS Annual Meeting is where LAGERS' Board of Trustees are elected. As well, this meeting is a great opportunity for you to receive further education about LAGERS' inner workings, network with LAGERS' Board and Staff, and connect with your peers from across the state.

In preparation for this event, it is important to complete your subdivision's member delegate election and employer delegate appointment. The employer and member delegates are the representatives from each of LAGERS' subdivisions that vote in board elections held at the Annual Meeting. This is your governing bodies and employees' opportunity to guide the future direction of their retirement system.

- The **Employer Delegate** may be an appointed member of your governing body, or a staff person appointed by the governing body to vote in their capacity. This appointment can be done through a simple motion and vote at a board meeting.
- The **Member Delegate** is elected by the active members at your political subdivision. This election must be done in a way that allows all active LAGERS members at the subdivision the opportunity to vote by secret ballot.

The employer certification contact is the person who is certifying the registration of the voting delegates and non-voting attendees.

Employer Certification Contact:

Name (First & Last): _____

Email Address: _____

Name of Employer: _____

Title: _____

I certify that in accordance with Section 70.605.6 (RSMo) the listed employer and/or member delegate(s) have been appointed and/or elected for the 53rd Annual Meeting of the Missouri Local Government Employees Retirement System.

☐

I Certify

☐

I do not certify

Signature: _____