

NOTICE OF OPEN MEETING

Posted 5:00 p.m., April 3, 2026

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

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. March 17, 2026 Council Meeting Minutes
2. Bill No. 2026-19: Buffalo River Aviation Land Lease and Temporary Easement for Construction
3. Bill No. 2026-20: Hugh Robinson Memorial Airport Fees
4. Bill No. 2026-22: Amend Chapter 110 Article VI Annual Report and Use of Money
5. Closed Minutes for Approval

VISITOR'S BUSINESS

1. Reagan Jones - Bill No. 2026-21
2. Joshua Danner - Bill No. 2026-21
3. Jackie Danner - Bill No. 2026-21
4. Trey Weaver - Bill No. 2026-21
5. Karen Sprenkle - Bill No. 2026-21
6. Tye Zola - Bill No. 2026-21
7. Dawn Wolford - Bill No. 2026-21
8. John Mills - Bill No. 2026-21
9. Hank Johnson - Bill No. 2026-21
10. William Seay - Petition for Redress of Grievance
11. Suzie Crossno - Bill No. 2026-21

UNFINISHED BUSINESS

1. Bill No. 2026-21: Real Estate Purchase Contract (City of Neosho & Neosho Crosslines Ministries/Restoration Life Center)

BIDS

April 7, 2026 City Council Meeting

1. Sidewalk Renovations for Council Chambers/Court at City Hall
2. Senior Center Storage Building and Dumpster Enclosure

NEW BUSINESS

1. Resolution Bill No. 2026-10: Authorization for Charge Offs for Years 2013-2015
2. Resolution Bill No. 2026-11: Authorize and Appoint Richard Davidson as Representative for City of Neosho
3. Resolution Bill No. 2026:12: Destruction of Records
4. Resolution Bill No. 2026-13: MOU for Southwestern Missouri Cyber Crimes Task Force
5. Resolution Bill No. 2026-14: Authorization for CAC-MDT Interagency Agreement

REPORT OF CITY OFFICERS

1. Park's Update - Morse Park Fencing and Walking Trail Lighting
2. Park's Update — No Fishing at Big Spring Park.
3. Republic Trash Update

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
Section 610.021 (3) RSMo...Hiring, firing, disciplining or promoting an employee of a public governmental body.

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
March 17, 2026 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

None were absent.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

Councilman Collinsworth made a motion to approve the agenda; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Councilman Cobb made a motion to approve the consent agenda to include:

March 3, 2026, Council Minutes

Bill No. 2026-17

Bill No. 2026-18; Councilman Workman seconded.

Roll call vote:

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

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No: None

Abstain: None

Passed.

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Bill No. 2026-17: FY26 Budget Amendment

Bill No. 2026-18: Exemption to World Cup Alcohol Extension of Hours

VISITOR'S BUSINESS

KPM Auditor's Report for Neosho

Wayland Mueller presented the FY25 city's audit to the city council.

Janet Penn - Update on ArtCon

Janet Penn updated the council on the past Artcon 2025 Event.

BIDS

Xylem Water Solutions

Ken Brady, Alliance Water Resources Manager, addressed the city council requesting the council to approve a sole source quote from Xylem Water Solutions. The City of Neosho and Alliance have been undertaking major repairs at Shoal Creek Plant over the past 5 months. The UV lighting system has several areas of failure, resulting in a DNR violation report in 2025. This is a sole source company for these types of systems. The cost of the UV improvements is \$242,944.84.

Councilwoman Humphrey made a motion to approve the bid from Xylem Water Solutions in the amount of \$242,944.84; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Fairbanks Pump Rebuild

Ken Brady, Alliance Water Resources Manager, addressed to seek Council approval for the rebuild of a Fairbanks-Morse recirculation pump for the Shoal Creek Wastewater Treatment Plant. Upon failure, this pump was pulled and found to be full of debris, causing the pump shaft to snap. Staff sent out bids and received three back, as follows:

Mid America Pump \$ 29,193.29

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Letts, VanKirk and Assoc. \$36,500.00

The Tridan Group \$45,656.00

Staff recommends approving the bid from Mid America Pump in the amount of \$29,193.29.

Councilman Collinsworth made a motion to approve the bid from Mid America Pump in the amount of \$29,193.29; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2026-19: Buffalo River Aviation Land Lease and Temporary Easement for Construction

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Aircraft Hangar Site Lease Agreement with Buffalo River Aviation, LLC, an Arkansas Limited Liability Company, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

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

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for previously approved land lease agreement with Buffalo River Aviation to incorporate the legal description and updated lease area, and to authorize a temporary construction easement to allow for construction. City Council previously approved a land lease agreement with Buffalo River Aviation for airport property at the Neosho Hugh Robinson Memorial Airport. Since approval of the original lease, Buffalo River Aviation has determined a need to expand its operations. As part of this expansion, the lessee has requested that the leased area be increased to a total of 93,849 square feet. The amended lease reflects the updated legal description and revised square footage associated with the expanded lease area. In addition, Buffalo River Aviation has requested a temporary construction easement to allow for construction activities related to the proposed expansion. The temporary easement is limited in scope and duration and is necessary to facilitate construction without impacting ongoing airport operations.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2026-20: Hugh Robinson Memorial Airport Fees

AN ORDINANCE of the City of Neosho amending Title I Government Code, Chapter 145, Airport, Article I, In General, to add a new Section 145.020, Rental Fees to codify rental fees for hangars, and storage at the Neosho Hugh Robinson Airport.

City Attorney Snyder read Bill No. 2026-20 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-20 as amended; Councilman Workman seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council to approve an update to the hangar rental rates and related service fees at Hugh Robinson Memorial Airport to better align with current market conditions, recover operational costs, and support the long-term sustainability of airport operations. The proposed fee schedule reflects recommendations from the Airport Board and is intended to modernize rates that have remained unchanged for an extended period. The City of Neosho has not implemented an increase in airport hangar rental rates or service fees in 14 years, resulting in more than a decade of static pricing despite increases in operating, maintenance, and utility costs. A review of surrounding regional airports indicates that Neosho's existing rates are generally at the low end of comparable facilities. Neosho hangars provide amenities that are not universally offered at nearby airports, including water service, electric utilities, and electric doors in several hangar types. These features create ongoing operational expenses that are not fully recovered under the current rate structure. The Airport Board reviewed current conditions and regional comparisons and developed a recommended fee schedule intended to balance affordability for tenants with responsible stewardship of public infrastructure. The recommendations include modest increases to existing hangars, establishment of rates for new hangars, and adoption of an after-hours call-out service fee to recover staff time and response costs.

Mayor Davidson made a motion to amend Bill No. 2026-20 to change T-Hanger #1-22 from \$250.00 to \$225.00, \$250.00 would be 23 and up, and Quonset Hut (per tenant) from \$250.00 to \$225.00; Councilwoman Thomas seconded.

Roll call vote to amend as stated above:

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

No: None

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Abstain: None
Passed.

Roll call vote to approve as amended:

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

No: None

Abstain: None
Passed.

Bill No. 2026-21: Real Estate Purchase Contract (City of Neosho & Neosho Crosslines Ministries/Restoration Life Center)

AN ORDINANCE of the City of Neosho declaring certain tracts of real property located at 201 N. College, 125 N. College and 221 Brook Street as surplus and waiving the requirements pursuant to Section 120.235 Purchases and Sales of Real Estate and authorizing the City of Neosho, Missouri, a Missouri Municipal Corporation (“City”), to enter into and approving a Memorandum of Understanding and Agreement (“MOU”) with Neosho Crosslines Ministries, Inc., a Missouri nonprofit corporation, dba Restoration Life Center (“RLC”), for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus and Lease Agreement for the same; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-21 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2026-21; Councilman Cobb seconded.

Master Scott Hall addressed the council requesting more plain language explanation of what is going on and if there are any other options that may be considered for this location.

City Manager Kennedy addressed the city council stating that this ordinance and documents set out the framework for a proposed exchange of real property between the City of Neosho and Neosho Crosslines Ministries, Inc., d/b/a Restoration Life Center (“RLC”). This item is a proposed long-term property exchange agreement between the City of Neosho (“City”) and Neosho Crosslines Ministries, Inc., d/b/a Restoration Life Center (“RLC”). The agreement is structured to allow both parties to continue using their current facilities for a period of time while planning and constructing future facilities, then complete the property transfers at a later closing.

Key Terms

- Properties involved: City to acquire RLC property at 300 E. Main (Exhibit A). RLC to acquire City properties at 201 N. College, 125 N. College, and 221 Brook St. (Exhibit B).
- Operational continuity: The City anticipates continued use of Exhibit B properties for Police and Fire services until new facilities are constructed. RLC anticipates continued use of Exhibit A.

Closing & Lease Structure

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- Closing requirements: Closing is intended to occur after the City has relocated Police and Fire services from Exhibit B properties. At closing, deeds are to be approved and authorized by resolution or ordinance of each party, and the parties will execute the related lease agreement.
- Lease term: Annual lease terms do not extend beyond three (3) years after closing and may then be extended on a month-to-month basis.
- Pursuant to Section 120.235 of the City Code, Council may determine that a sealed-bid sale or other method is impractical and/or not reasonably feasible and that the public interest is served through the proposed conveyance/transfer under the MOU terms.

Mayor Davidson reiterated to the audience what this item is and the process for getting to this ordinance.

Discussion followed.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2026-22: Amend Chapter 110 Article VI Annual Report and Use of Money

AN ORDINANCE of the City of Neosho amending Title I Government Code, Chapter 110, Officers and Employees, Article VI, City Treasurer, by repealing and replacing with a new Article VI Annual Report, Sections 110.440-110.470 and by Amending Article VII Finance Director by repealing and replacing Section 110.500 Duties Generally, to provide the duties of the Finance Director and the Finance Department.

City Attorney Snyder read Bill No. 2026-22 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-22; Councilwoman Robinson seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval to amend Article VI City Treasurer in order to align with the Duties and Reporting of City Officers. In 2008, by vote of the people, Article II of the Charter was amended to repeal the section of City Treasurer and abolish the position. The editor's note on the Charter and within Ordinance 330-2008 canvassing the returns notes, the city clerk may perform the same duties as the treasurer. Article VI of the code was never amended to abolish the city treasurer, which still references the Charter Section 2.12. This amendment to Article VI of the City Code cleans up what was begun in 2008 and updates the language and title of the Article to Annual return. The duties have been incorporated with Article VII.

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Roll call vote:

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

No: None

Abstain: None

Passed.

Airport Leases

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for the revised Airport T-Hangar Lease Agreement for use at the Neosho Hugh Robinson Memorial Airport and to request City Council approval to authorize its implementation for current and future T-hangar tenants. The revisions strengthen the City's ability to manage delinquent accounts through the addition of lien provisions and clearly defined past due payment enforcement. The revised lease agreement maintains a month-to-month lease structure and clarifies the City's authority to adjust rental rates by resolution with appropriate notice to lessees. The revisions strengthen the City's ability to manage delinquent accounts through the addition of lien provisions and clearly defined past due payment enforcement. Additionally, the agreement incorporates statutory lien authority under RSMo. §415.415 to address non-payment or abandonment situations, outlines procedures for termination, and requires lessees to maintain adequate aircraft insurance coverage. These updates are intended to protect City assets, ensure compliance with airport rules and regulations, and promote safe and responsible use of airport facilities. It also incorporates a late fee if payment is not received within 10 days of due date. Staff recommends that City Council approve the revised Airport T-Hangar Lease Agreement and authorize the Mayor to execute.

Mayor Davidson made a motion to approve the lease agreement for airport as presented; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

February Financial Report

Finance Director Forest addressed the city council presenting the February Financial Report.

RMS System Replacement Update

Police Chief Russell addressed the city council updating on the RMS System Replacement.

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Patrol Fleet Equipment Upgrade

Police Chief Russell addressed the city council updating on the patrol fleet equipment upgrade.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 1, 2026, Council Meeting at 8:11 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Bill No. 2026-19: Buffalo River Aviation Land Lease and Temporary Easement for Construction

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2026-19 Buffalo River Aviation Land Lease Agrmt
 2. Amended Aircraft Land Lease Agreement-Neosho to Buffalo River Av_
-

PURPOSE:

To amend the previously approved land lease agreement with Buffalo River Aviation to incorporate the legal description and updated lease area, and to authorize a temporary construction easement to allow for construction.

BACKGROUND:

City Council previously approved a land lease agreement with Buffalo River Aviation for airport property at the Neosho Hugh Robinson Memorial Airport. Since approval of the original lease, Buffalo River Aviation has determined a need to expand its operations. As part of this expansion, the lessee has requested that the leased area be increased to a total of **93,849 square feet**.

The amended lease reflects the updated legal description and revised square footage associated with the expanded lease area. In addition, Buffalo River Aviation has requested a **temporary construction easement** to allow for construction activities related to the proposed expansion. The temporary easement is limited in scope and duration and is necessary to facilitate construction without impacting ongoing airport operations.

RECOMMENDATION:

Staff recommends approval of the amended land lease agreement, approval of the associated temporary construction easement, amendment of the agreement to modify the construction requirement from completion within one year to begin within one year and authorizing the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Aircraft Hangar Site Lease Agreement with Buffalo River Aviation, LLC, an Arkansas Limited Liability Company, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho entered into an Aircraft Hangar Site Lease Agreement with Buffalo River Aviation, LLC, an Arkansas Limited Liability Company, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises on July 15, 2025; and

WHEREAS, Buffalo River Aviation, LLC, now seeks to lease additional property with a temporary construction easement to be included in an Amended Aircraft Hangar Site Lease Agreement.

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

Section 1. That the Amended Aircraft Hangar Site Lease Agreement with the City of Neosho as Lessor and Buffalo River Aviation, LLC, an Arkansas Limited Liability Company, as Lessee, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of April, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

AMENDED AIRCRAFT HANGAR SITE LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT is made and entered into this _____ day of 2026, between THE CITY OF NEOSHO HUGH ROBINSON MEMORIAL AIRPORT, hereinafter referred to as the “City”, and BUFFALO RIVER AVIATION, LLC, an Arkansas limited liability company, hereinafter referred to as “Lessee”, with reference to the following facts:

1. That the City of Neosho is the owner of certain real property commonly known as the Hugh Robinson Memorial Airport located in the City of Neosho, County of Newton and State of Missouri.
2. On July 15, 2025, the entered into an Aircraft Hangar Site Lease Agreement with the City of Neosho as “Lessor” and Buffalo River Aviation, LLC, as “Lessee.”
3. The parties desire to amend the lease agreement to add additional leased property and defining their respective rights, duties, and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, understanding, terms, conditions, and provisions set forth herein, the Lessor and Lessee agree as follows:

1. The City hereby leases, rents, and demises to the Lessee the following premises situated in the City being more particularly described in **Exhibit “A”** with rights of the designated Taxiway reserved to the City for Airport use.
2. The term of this lease shall be for ninety-nine (99) years **commencing at 12:01 o’clock a.m., on the 16th day of July, 2025 and ending the 15th day of July, 2124 at 12:00 midnight unless otherwise extended by the parties in writing.**
3. It is mutually agreed and understood that the Lessee has entered into a certain proposal for the construction of two (2) T-hangars and a fueling tank and station upon the above-described premises upon which construction will begin when and if the detailed engineering plan submitted to the City Building Inspector is approved. A building permit must be obtained. In this respect, it is understood and agreed by and between the parties that in the event that the City Building Inspector does not approve the detailed engineering plans, then this agreement shall be null and void. Plans for any structures and improvements must meet the requirements as listed in **Exhibit “B”** attached hereto and made a part thereof, along with all other federal, state and local laws, regulations and codes relevant thereto.
4. It is further agreed and understood by the parties that the Lessee shall have a period not to exceed one (1) year from the date of signing this lease to **begin** the construction of said building. Once completed, it is understood that said aircraft hangar is and shall remain the exclusive property of Lessee subject to any chattel mortgages. During the period for construction, Lessor grants to Lessee a temporary easement for construction purposes, with said Temporary Easement attached as **Exhibit “C”** attached hereto and made a part thereof.
5. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises, Lessee will pay as rental for the above described lands to the City during the term hereof, the sum of ten cents per square foot (\$0.10/per square foot), for a total of **\$9,384.90 (\$0.10 x 93,849 sqft)** payable annually in advance, the first of said payments being due upon the execution of this lease **in the amount of \$8,186.79 (\$797.49 still due from July 15, 2025 to January 2, 2026, plus \$443.34 for the prorated portion of January 3-March 31, 2026 and \$6,945.95 for the prorated amount of April 1, 2026 through January 2, 2027,** and the remaining payments being due on the **third (3rd) day of January** thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. It is further understood and agreed that there shall be a mandatory site lease rent cost review every fifth (5th) year, for the duration of the lease, for possible rent adjustment, up or down, based on inflation factors and airport improvements. Both parties understand that there will be a CPI (Consumer Pricing Index) adjustment every five (5) years.

Additionally, Lessee agrees that it may store, dispense and utilize **Jet A fuel** (“fuel”) within the area described in Exhibit “A”, specifically the 50 foot by 50 foot area designated. In addition to annual rents, Lessee will pay at least

quarter annually, \$0.05 per gallon of fuel delivered for Lessee's use, as determined by Lessee's Bill of Lading provided to the City.

6. Lessee does covenant and agree as a part of the consideration for this Lease, to keep the aforesaid hangar buildings, along with any ATF station or equipment, in good appearance, in safe operational condition and repair during the term hereof. Failure to do so may, at the sole option of the City, be cause for default of this agreement.
7. It is agreed by and between the parties that Lessee may not assign this Lease without written consent of the City. The assignment without the consent of the City shall immediately void this lease in its entirety. Lessee further agrees to pay all Personal Property tax levied against the structures and improvements.
8. It is agreed by and between the parties that Lessee shall keep all premises and every part thereof and all buildings and improvements of any kind located thereon free and clear of any and all mechanic's or material man's liens for or arising out of or in connection with work of labor done, services performed, materials or appliances used or furnished for or in connection with any operation of Lessee, and any alterations, improvements, repairs or additions which Lessee may make, permit, cause to be made or any work or construction by or permitted by the Lessee on or about the premises, and any obligations of any kind incurred by the Lessee shall at all times be promptly and fully paid and discharged in accordance with the terms of its financing. Lessee shall indemnify the City for any and all such liens and claims of liens or suits or other proceedings pertaining thereto.
9. It is agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any purpose or purposes other than aviation for which the demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. Lessee shall receive written approval from Lessor prior to any commercial activity being engaged in which directly or indirectly effects said hangar.
10. It is agreed by and between the parties that Lessee's obligation herein above set forth are hereby considered to be covenants on the part of the Lessee, and Lessee does hereby covenant and agree to perform all the above duties as part of the consideration hereof.
11. It is agreed by and between the parties that the City shall furnish to the Lessee the right to use the taxiway provided by the Airport for ingress and egress from the hangar building to the runway of the Hugh Robinson Memorial Airport, and further to provide Lessee with parking space, for the use of said hangar building. (No inoperable vehicle, or vehicle that is in the process of repair will be allowed parked outside of the hangar for more than 96 hours. All vehicles parked outside of the hangars shall have current license and registration, and no parked vehicle shall be allowed to block the taxiways for other users.)
12. It is agreed by and between the parties that the City shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whomsoever who may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of the occupant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify the City against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death or damage.
13. Lessee covenants and agrees to pay all utility bills concerning the use of the building located on the above-described real property, including telephone bills, and to save the City harmless from all such expenses.
14. It is agreed and understood that Lessee shall not have the right to place upon the above-described premises any additions, buildings, or facilities without the prior written consent of the City.
15. It is expressly agreed and understood by and between the parties that the balance of the lands of airport facilities of the City of Neosho other than those above described and hereby leased, may be used, occupied, and dealt with by

the City as it shall see fit from time to time; and it is expressly agreed that only the land herein above described by metes and bounds are leased hereby and that Lessee shall not have right with regard to the balance of the lands of the Hugh Robinson Memorial Airport except the right to use the taxiway above referred to and the parking space, and the runway in accordance with Federal Aviation Administration Regulations.

16. Lessee does hereby covenant and agree to operate the premises in a good and workmanlike manner and further covenant and agree that they will neither commit waste nor permit waste to be committed upon the land hereby leased and further covenant that they will see to the maintenance and proper usage by themselves and their employees of the facilities hereby leased and the proper use of the Hugh Robinson Memorial Airport by their employees.
17. Lessee agrees that in his/her operation and use of the Hugh Robinson Memorial Airport, s/he will not, on grounds of race, color, religion, physical disability or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations.
18. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958.
19. Not less than thirty (30) days prior to construction of hangar an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", must be filed and approved by the Federal Aviation Administration and evidenced by a written "Determination of No Hazard to Air Navigation" report. Lessee agrees to follow all recommendations presented in the airspace study if deemed necessary by the City.
20. This agreement shall extend to bind and inure to the benefit of the parties hereto and to their respective heirs, successors, executors, administrators and assigns.
21. In the event of default or an event causing this lease to become null and void the building is to be moved in its entirety within 180 days of the date of such default or event, or if accepted, granted to the City in its entirety at no monetary cost. In the event the building is accepted and granted to the City, the City will provide to the Lessee a donation receipt equal to a fair and just appraised value of said building. In the event of two or three appraised values being obtained, the fair and just amount shall be calculated by averaging the amount of the aggregate appraised values. In no event shall more than three appraised values be obtained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affix their respective signatures on the date first above written.

By _____
Mayor Or City Manager

"LESSOR"

ATTEST: _____
Cheyene Wright, City Clerk

SEAL:

"LESSEE(S)"

EXHIBIT A

PART OF THE S.W.QTR. OF SEC.16, T.24N., R.32W., NEWTON COUNTY, MISSOURI, BEING PART OF A TRACT OF LAND DESCRIBED IN B.246 P.468 & B.273 P.297, AND BEING MORE-PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING N.14°17'46"W., A DISTANCE OF 2149.76', FROM THE S.QTR. CORNER, SEC.16, T.24N., R.32W., THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE MISSOURI STATE PLANE GRID (1983);

SAID POINT OF BEGINNING ALSO BEARING N.51°20'57"E., A DISTANCE OF 411.45', FROM THE N.E. CORNER OF A HANGAR LEASE STANDING IN THE NAME OF EARL, AS DESCRIBED IN B.353 P.8459, AND SAID HANGAR LEASE AS SHOWN ON 'AIRPORT SUBDIVISION' SURVEY BY COUNTY SURVEYOR LONCARICH IN MARCH, 2009;

THENCE: N.78°10'58"W. 188.30';

THENCE: N.77°33'55"W. 143.68';

THENCE: N.12°1'28"E. 174.95';

THENCE: N.37°34'57"E. 129.69' TO A POINT BEARING S.58°34'0"W., 825.76' DISTANT, FROM THE NORTHERNMOST CORNER OF SAID 'AIRPORT SUBDIVISION';

THENCE: S.77°59'57"E. 275.90';

THENCE: S.12°0'3"W. 292.42' TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY ZACHARY WINTERS, PLS-2006016646.

EXHIBIT B

The following represents a minimum requirement list of building specifications to be met by any future building prospects. This minimum required list is subject to any additions or deletions and must meet final approval of the City of Neosho Building Inspector.

1. Total concrete floor.
2. All materials used for construction must be new or unused.
3. Colors must be compatible with other buildings at the Airport.
4. Uprights and trusses must be of metal construction.
5. Exterior skin must be matching color, or otherwise acceptable steel metal siding.
6. Minimum building size 60' X 60'.
7. Land lease based on lot size.
8. Roof pitch must be 1/12 - 4/12.
9. Hangar door must be approved by the City.
10. Must connect to City water and sewer if applicable.
11. Building must meet City building codes.
12. Building permit must be obtained before construction begins.

EXHIBIT C
TEMPORARY GRADING EASEMENT DESCRIPTION

PART OF THE S.W.QTR. OF SEC.16, T.24N., R.32W., NEWTON COUNTY, MISSOURI, BEING PART OF A TRACT OF LAND DESCRIBED IN B.246 P.468 & B.273 P.297, AND BEING MORE-PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING N.22°22'42"W., A DISTANCE OF 2379.96', FROM THE S.QTR. CORNER, SEC.16, T.24N., R.32W., THIS AND ALL SUBSEQUENT BEARINGS BASED ON THE MISSOURI STATE PLANE GRID (1983);

SAID POINT OF BEGINNING ALSO BEARING N.8°11'37"W., A DISTANCE OF 378.38', FROM THE N.E. CORNER OF A HANGAR LEASE STANDING IN THE NAME OF EARL, AS DESCRIBED IN B.353 P.8459, AND SAID HANGAR LEASE AS SHOWN ON 'AIRPORT SUBDIVISION' SURVEY BY COUNTY SURVEYOR LONCARICH IN MARCH, 2009;

THENCE: N.78°7'14"W. 155.12';

THENCE: N.11°52'46"E. 120.89';

THENCE: N.78°7'14"W. 38.30';

THENCE: N.11°52'46"E. 109.74';

THENCE: S.78°7'14"E. 20.35';

THENCE: N.11°52'46"E. 52.89';

THENCE: S.78°7'14"E. 173.06' TO A POINT BEARING S.64°59'15"W., 896.48' DISTANT, FROM THE NORTHERNMOST CORNER OF SAID 'AIRPORT SUBDIVISION';

THENCE: S.11°52'46"W. 283.52' TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY ZACHARY WINTERS, PLS-2006016646.

REQUESTED COUNCIL MEETING DATE: April 7, 2026**ITEM:** Bill No. 2026-20: Hugh Robinson Memorial Airport Fees

ORIGINATING DEPARTMENT: Development Services Department**ATTACHMENT:****1. Bill No. 2026-20 Airport Fees**

PURPOSE:

Request to approve an update to the hangar rental rates and related service fees at Hugh Robinson Memorial Airport to better align with current market conditions, recover operational costs, and support the long-term sustainability of airport operations. The proposed fee schedule reflects recommendations from the Airport Board and is intended to modernize rates that have remained unchanged for an extended period.

BACKGROUND:

The City of Neosho has not implemented an increase in airport hangar rental rates or service fees in 14 years, resulting in more than a decade of static pricing despite increases in operating, maintenance, and utility costs. A review of surrounding regional airports indicates that Neosho's existing rates are generally at the low end of comparable facilities. Neosho hangars provide amenities that are not universally offered at nearby airports, including water service, electric utilities, and electric doors in several hangar types. These features create ongoing operational expenses that are not fully recovered under the current rate structure. The Airport Board reviewed current conditions and regional comparisons and developed a recommended fee schedule intended to balance affordability for tenants with responsible stewardship of public infrastructure. The recommendations include modest increases to existing hangars, establishment of rates for new hangars, and adoption of an after-hours call-out service fee to recover staff time and response costs.

RECOMMENDATION:

Staff recommends that City Council approve the proposed hangar and service fee adjustments as presented.

AN ORDINANCE of the City of Neosho amending Title I Government Code, Chapter 145, Airport, Article I, In General, to add a new Section 145.020, Rental Fees to codify rental fees for hangars, and storage at the Neosho Hugh Robinson Airport.

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

Section 1. That Title I Government Code, Chapter 145, Airport, Article I, In General, be amended by adding a new Section 145.020 Rental Fees to read as follows:

“Chapter 145 Airport”

“Article I In General”

“Section 145.020 Rental Fees”

“The fees for renting storage spaces at the Neosho Hugh Robinson Airport shall be established, be amended or modified by the City Council.

Fees shall be set as follows:

T-Hangar #1-22 -	\$225.00 per month
Twin T-Hangar #T23-T28-	\$250.00 per month
Quonset Hut (per tenant)-	\$225.00 per month
Box Hangar -	\$275.00 per month
Storage Rooms -	\$35.00 per month
Late Fees-	\$30.00 per month
After hours call out-	\$75 per call out

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 April, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: March 17, 2026

ITEM: Bill No. 2026-22: Amend Chapter 110 Article VI Annual Report and Use of Money

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2026-22 Amending Ch 110 Article VI

PURPOSE:

To amend Article VI City Treasurer in order to align with the Duties and Reporting of City Officers.

BACKGROUND:

In 2008, by a vote of the people, Article II of the Charter was amended to repeal the section of City Treasurer and abolish the position. The editor's note on the Charter and within Ordinance 330-2008 Canvassing the returns notes the city clerk may perform the same duties as the treasurer. Article VI of the code was never amended to abolish the city treasurer, which still references the Charter Section 2.12.

This amendment to Article VI of the City Code cleans up what was begun in 2008 and updates the language and title of the Article to Annual return. The duties have been incorporated with Article VII.

RECOMMENDATION:

Staff recommends approval of the amendments.

AN ORDINANCE of the City of Neosho amending Title I Government Code, Chapter 110, Officers and Employees, Article VI, City Treasurer, by repealing and replacing with a new Article VI Annual Report and Use of Money, Sections 110.440-110.470 and by Amending Article VII Finance Director by repealing and replacing Section 110.500 Duties Generally, to provide the duties of the Finance Director and the Finance Department.

WHEREAS, the Charter for the City of Neosho was amended removing the position of City Treasurer; and

WHEREAS, the current officer designated for the City Finance Department is the City Finance Director; and

WHEREAS, the City Code of Ordinances should reflect the current practices and conform with the Charter for the City of Neosho.

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

Section 1. That Title I Government Code, Chapter 110, Officers and Employees, be amended by repealing and replacing Article VI City Treasurer, Sections 110.440-110.470, with a new Article VI Annual Report and Use of Money, by omitting Sections 110.440 and 110.450 and amending Sections 110.460 and 110.470 to read as follows:

“Chapter 110 Officers and Employees”

“Article VI Annual Report and Use of Money”

“Section 110.440 Reserved”

“Section 110.450 Reserved.”

“Section 110. 460 Annual Report”

“The Finance Director shall report to the Council at its second (2nd) regular meeting in November of each year the amount of receipts and disbursements during the preceding year, the balance remaining to the credit of each fund and constituting the general balance in the Treasury on the first (1st) day of October, also the amount of bonds maturing in the succeeding year for the redemption of which provisions must be made, and the amount of money required to pay interest falling due on the indebtedness of the City during such year.”

“Section 110.470 Unauthorized Use of Money, Etc.”

“The Finance Director is hereby expressly prohibited from using, either directly or indirectly, for his/her own benefit or that of any other person, any money, warrants or obligations of the City in his/her custody and keeping.”

Section 2. That Title I Government Code, Chapter 110, Officers and Employees, Article VII Finance Director be amended by repealing and replacing Section 110.500, Duties Generally to read as follows:

“A. The City Finance Director shall provide oversight and direction to the Finance Department and shall be the general accountant of the City and keeper of all public account books, accounts, vouchers, documents, bonds and coupons paid or redeemed, and all papers relating to accounts and contracts of the City, and its revenues, debts and fiscal affairs, not required by law, this Code or other City ordinance to be placed in some other office or kept by some other person. He/she shall keep in a set of books provided for that purpose accurate accounts between the City and all Officers charged with the collection, custody or disbursement of public monies and enter thereupon all receipts and payments, from what sources derived and on what accounts paid. He/she shall keep a complete record of all branches of the City revenue, opening an account with every appropriation of fund which by law or ordinance, is made a separate fund, crediting the same with all monies paid into the City Treasury on account thereof, and charging such appropriation or fund with all warrants drawn thereof. The City Finance Director shall keep a register of all warrants drawn upon the City Treasury specifying the number, date, to whom payable, on what fund or appropriation drawn, and the amount of each warrant. He/she shall keep a record of all bonds and obligations of the City, date of issue, for what purpose issued, rate of interest, time when principal and interest become due, amount of principal, to whom payable and the registered number of each bond and coupon. The City Finance Director shall be responsible for the payroll and related payroll records. He/she shall be responsible for the processing of all purchase orders, claims and accounts payable items in general, the processing of expenditures for payment, maintaining all of the accounting books, preparation of the financial statements, cash reports and budget reports

B. The City Finance Department shall receive and safely keep all monies of the City which come into its hands. The Finance Department shall keep in a set of books provided for that purpose a full and accurate account of all monies received or disbursed on behalf of the City; specifying the date of receipt or disbursement, from whom received, to whom disbursed and upon what account received and disbursed. The Finance Department shall keep a separate account of each fund and appropriation, and the debits and credits belonging thereto. It shall keep a register of all warrants paid into the Treasury describing such warrants by their date, number, name of the payee and amount, specifying the time of the receipt therefore, from whom received and on what account. It shall issue duplicate receipts for all sums of money which may be paid into the Treasury, specifying in such receipts the date of payment and upon what account paid. One of the receipts shall be given to the person making the payment, and the other it shall file with the City Collector, who thereupon shall credit the person named in the receipt with the amount of his/her payment, and charge the Finance Department with the same. Upon or before the second (2nd) regular meeting each month, Finance Director shall furnish the City Council with a written statement showing the balance in the Treasury of the preceding month, the amount received during

the preceding month, the amount disbursed during the preceding month, and on what account disbursed, the balance remaining in the Treasury to the credit of each fund and constituting the general balance in the Treasury at the close of business on the day on which such statement is made. Finance Department shall receive and safely keep all warrants, bonds and obligations of the City entrusted to its care, and shall dispose of the same only upon proper authority from the Council, or as provided by ordinance. Finance Director shall give information, in writing, to the Council whenever required, upon any subject relating to his/her office or the fiscal affairs of the City, and shall perform all such other duties as may be required of him/her by law, the provisions of this Code, or by any other ordinance.”

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
August 19, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on August 19, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Tom Workman, Charles Collinsworth and Angela Thomas.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by City Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 9:02 p.m.

Discussed Under Section 610.021(1) and (2):

A general discussion was held regarding the purchase of 215 N. Wood Street for the future public safety center property.

Councilwoman Thomas made a motion to approve the purchase of 215 N. Wood Street and to offer \$90,000.00 and up to \$105,000.00 and allow David to meet with the owner to negotiate on the city's behalf; Councilman Collinsworth seconded.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes,
Thomas - Yes

Motion Passed.

With no further business, a Motion was made by Mayor Davidson; Second by Councilwoman Thomas to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes,
Thomas - Yes

Motion Passed.

The meeting was adjourned at 9:15 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

DRAFT

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: August 20, 2024

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on August 20, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, and Tom Workman.

Council Members absent: Charles Collinsworth and Angela Thomas.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:16 p.m.

ITEM #1:

Under Section 610.021(1 and 2) A general discussion was held regarding the condemnation of the property located at 324 Fain Avenue.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Cobb – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes

Motion Passed.

The meeting was adjourned at 9:14 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: April 15, 2025

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on April 15, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson (by phone), Julie Humphrey, Angela Thomas and Tom Workman.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:22 p.m.

ITEM #1:

Under Section 610.021(1 and 2) A general discussion was held regarding the purchase of property at 625 Coler for stormwater improvements from Henry Land and Cattle (Chad Henry) or the condemnation of said property.

Mayor Davidson made a motion to offer Henry Land and Cattle \$10,920.00 and go up to \$15,000.00; Councilman Workman seconded.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes

Motion Passed.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Cobb – Yes, Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Thomas – Yes, Workman – Yes

Motion Passed.

The meeting was adjourned at 9:30 p.m.

June 3, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on June 3, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Julie Humphrey, Angela Thomas and Tom Workman.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:07 p.m.

ITEM #1:

Under Section 610.021(1 and 2) A general discussion was held regarding the purchase of property at 625 Coler for stormwater improvements from Henry Land and Cattle (Chad Henry) or the condemnation of said property.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Cobb – Yes, Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Thomas – Yes, Workman – Yes

Motion Passed.

The meeting was adjourned at 8:42 p.m.

July 23, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on July 23, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Tom Workman, Charles Collinsworth and Angela Thomas.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by City Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 6:04 p.m.

Discussed Under Section 610.021(1) and (2):

A general discussion was held regarding the purchase of 625 Coler Street property for the stormwater improvement project in the amount of \$17,000.

Councilman Cobb made a motion to approve the purchase of 625 Coler Street in the amount of \$17,000.00; Councilwoman Thomas seconded.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes, Thomas - Yes

Motion Passed.

With no further business, a Motion was made by Councilman Workman; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes, Thomas - Yes

Motion Passed.

The meeting was adjourned at 7:35 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: August 20, 2024

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on August 20, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey and Tom Workman.

Council Members absent: Charles Collinsworth and Angela Thomas.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:16 p.m.

ITEM #1:

Under Section 610.021(2) A general discussion was held regarding the sale of airport property and 157 acres of city property located on Doniphan Drive.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes

Motion Passed.

The meeting was adjourned at 9:14 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: May 20, 2025

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on May 20, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Charles Collinsworth, Angela Thomas, and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Deputy Clerk Krysti Muhic, Deputy Clerk took the minutes.

The purpose of the Closed Session under Section 610.021 (3) RSMo...Hiring, firing, disciplining or promoting an employee of a public governmental body.

The meeting was called to order at 8:10 p.m.

ITEM #1:

Under Section 610.021() A general discussion was held regarding the Assistant City Manager position and City Manager Kennedy's request for Cheyenne Wright to fill this position in his absence.

A motion was made by Councilwoman Robinson to appoint Cheyenne Wright to the position of Assistant City Manager in the absence of the City Manager; Councilman Cobb seconded.

Roll Call Vote:

Collinsworth – Yes, Davidson – No, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes

Motion Passed.

With no further business, a Motion was made by Councilman Cobb; Second by Councilman Workman to go out of Closed Session.

Roll Call Vote:

Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, and Thomas - Yes

Motion Passed.

The meeting was adjourned at 8:23 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

**Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: April 15, 2025**

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on April 15, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson (by phone), Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The meeting was called to order at: 8:22 p.m.

ITEM #1:

Under Section 610.021(1) A general discussion was held regarding the city's overpayment of Newton County Jail Fees and the county's offer to repay the city \$25,000.00 to be used toward future jail fees.

Councilwoman Robinson made a motion to approve the offer of \$25,000.00 from Newton County for jail fee repayment; Councilman Cobb seconded.

Roll Call Vote:

Cobb – Yes, Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Thomas – Yes,
Workman – Yes

Motion Passed.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Cobb – Yes, Collinsworth – Yes, Davidson – Yes, Humphrey – Yes, Robinson – Yes, Thomas – Yes,
Workman – Yes

Motion Passed.

The meeting was adjourned at 9:30 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

**Minutes of Closed Session of the
Council of the City of Neosho, Missouri
Date: February 6, 2024**

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on February 6, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The meeting was called to order at: 8:32 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

With no further business, Motion was made by Councilwoman Thomas; Second by Councilwoman Humphrey to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 10:07 p.m.

March 5, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on March 5, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The meeting was called to order at: 8:57 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

With no further business, Motion was made by Councilwoman Thomas; Second by Councilman Workman to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 9:57 p.m.

March 19, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on March 19, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The meeting was called to order at: 8:20 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

With no further business, Motion was made by Councilman Collinsworth; Second by Councilman Cobb to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 9:03 p.m.

March 27, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on March 27, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Angela Thomas, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The meeting was called to order at: 3:04 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

With no further business, Motion was made by Councilwoman Robinson; Second by Councilwoman Humphrey to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 4:29 p.m.

April 2, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on April 2, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Julie Humphrey and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, minutes taken by Attorney (Cheyenne Wright, City Clerk, absent)

The meeting was called to order at: 8:24 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

With no further business, Motion was made by Mayor Davidson; Second by Councilman Workman to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 8:59 p.m.

April 16, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on April 16, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Charles Collinsworth, Richard Davidson, Ashton Robinson, Julie Humphrey, Angela Thomas and Tom Workman.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, Cheyenne Wright, City Clerk, minutes taken by City Clerk.

The meeting was called to order at: 8:52 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility.

Motion was made by Councilman Cobb to approve the letter of intent from Missouri American Water and to authorize the Mayor to sign; Councilwoman Robinson seconded.

Roll Call Vote:

Carl Cobb – Yes

Charles Collinsworth – Yes

Richard Davidson – Yes

Julie Humphrey – Yes

Ashton Robinson – Yes

Angela Thomas – Yes

Tom Workman – Yes

Motion Carried.

With no further business, Motion was made by Councilman Cobb; Second by Councilman Workman to go out of Closed Session and adjourn all members voting in favor of adjournment.

The meeting was adjourned at: 8:59 p.m.

August 20, 2024 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on August 20, 2024, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey and Tom Workman.

Council Members absent: Charles Collinsworth and Angela Thomas.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:16 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the sale of the city water and sewer utility and the appointment of moving forward with Goodman Appraisers, contact them, and move forward with an agreement.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes

Motion Passed.

The meeting was adjourned at 9:14 p.m.

April 15, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on April 15, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey and Tom Workman, Charles Collinsworth and Angela Thomas.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:22 p.m.

Discussed Under Section 610.021 (1) and (2):

A general discussion was held regarding the appraisal for Neosho's Water/Sewer Utility in the amount of \$34.5 million.

Councilman Collinsworth made a motion to approve the appraisal in the amount of \$34.5 million; Councilman Cobb seconded.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes, Thomas - Yes

Motion Passed.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes, Thomas - Yes

Motion Passed.

The meeting was adjourned at 9:30 p.m.

June 3, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on June 3, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Tom Workman, Charles Collinsworth and Angela Thomas.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 8:07 p.m.

Discussed Under Section 610.021(1) and (2):

A general discussion was held regarding the sale of Neosho's Water/Sewer Utility.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes, Thomas - Yes

Motion Passed.

The meeting was adjourned at 8:42 p.m.

July 1, 2025 Closed Session

Pursuant to Notice and vote in Open Session, a Closed Session of the City Council of the City of Neosho, Missouri, was held on July 1, 2025, in the Neosho City Hall, 203 E. Main St., Neosho, MO 64850.

Council Members present were: Carl Cobb, Richard Davidson, Ashton Robinson, Julie Humphrey, Tom Workman, Charles Collinsworth and Angela Thomas.

Council Members absent: None were absent.

Also present were: City Manager David Kennedy, City Attorney Derek Snyder, and Cheyenne Wright, City Clerk; minutes taken by Clerk.

The purpose of the Closed Session was to discuss legal actions real estate pursuant to the provisions of 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 and

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.

The meeting was called to order at 7:58 p.m.

Discussed Under Section 610.021(1) and (2):

A general discussion was held regarding the sale of Neosho's Water/Sewer Utility.

With no further business, a Motion was made by Councilman Cobb; Second by Councilwoman Humphrey to go out of Closed Session.

Roll Call Vote:

Davidson – Yes, Humphrey – Yes, Robinson – Yes, Workman – Yes, Cobb – Yes, Collinsworth – Yes,
Thomas - Yes

Motion Passed.

The meeting was adjourned at 8:37 p.m.

Richard Davidson, Mayor

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

REQUESTED COUNCIL MEETING DATE: March 17, 2026

ITEM: Bill No. 2026-21: Real Estate Purchase Contract (City of Neosho & Neosho Crosslines Ministries/Restoration Life Center)

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2026-21 Real Estate Purchase_RLC and Neosho
 2. Bill No. 2026-21 Real Estate Purchase Contract_Restoration Life Center
-

PURPOSE:

The Ordinance sets out the framework for a proposed exchange of real property between the City of Neosho and Neosho Crosslines Ministries, Inc., d/b/a Restoration Life Center (“RLC”).

BACKGROUND:

This item is a proposed long-term property exchange agreement between the City of Neosho (“City”) and Neosho Crosslines Ministries, Inc., d/b/a Restoration Life Center (“RLC”). The agreement is structured to allow both parties to continue using their current facilities for a period of time while planning and constructing future facilities, then complete the property transfers at a later closing.

Key Terms

- **Properties involved:** City to acquire RLC property at **300 E. Main** (Exhibit A). RLC to acquire City properties at **201 N. College, 125 N. College, and 221 Brook St.** (Exhibit B).
- **Operational continuity:** The City anticipates continued use of Exhibit B properties for **Police and Fire services** until new facilities are constructed. RLC anticipates continued use of Exhibit A.

Closing & Lease Structure

- **Closing requirements:** Closing is intended to occur **after** the City has relocated Police and Fire services from the Exhibit B properties. At closing, deeds are to be approved and authorized by **resolution or ordinance** of each party, and the parties will execute the related lease agreement.
- **Lease term:** Annual lease terms do not extend beyond **three (3) years after closing** and may then be extended on a **month-to-month** basis.
- Pursuant to Section 120.235 of the City Code, Council may determine that a sealed-bid sale or other method is impractical and/or not reasonably feasible and that the public interest is served through the proposed conveyance/transfer under the MOU terms.

RECOMMENDATION:

Adopt the ordinance as presented: (1) declare the identified City-owned tracts surplus; (2) waive the requirements of City Code Section 120.235 as provided in the ordinance; (3) approve the MOU with RLC; and (4) authorize the Mayor to execute the MOU and all other necessary documents to effectuate the contemplated real estate agreement(s) and lease agreement.

AN ORDINANCE of the City of Neosho declaring certain tracts of real property located at 201 N. College, 125 N. College and 221 Brook Street as surplus and waiving the requirements pursuant to Section 120.235 Purchases and Sales of Real Estate and authorizing the City of Neosho, Missouri, a Missouri Municipal Corporation (“City”), to enter into and approving a Memorandum of Understanding and Agreement (“MOU”) with Neosho Crosslines Ministries, Inc., a Missouri nonprofit corporation, dba Restoration Life Center (“RLC”), for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus and Lease Agreement for the same; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, City owns a certain tracts of property located at 201 N. College, 125 N. College and 221 Brook Street, in Neosho, Missouri, that said properties serve no public purpose and/or the City has made plans for the future that would cause the same to be of no public purpose at that future date, and the same should be declared surplus; and

WHEREAS, RLC owns a certain tract of property located on 300 E. Main Street in Neosho, Missouri; and

WHEREAS, this real property to be declared surplus will best benefit the public by conveyance and transfer to RLC under the terms of the proposed MOU.

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

Section 1. That certain property owned by the City of Neosho, serving no current public purpose, shall be declared surplus and this property being legally described as:

Lots 3, 5, 6, 7 and 2, EXCEPT 100 feet squarely off the South end thereof Lot 2, and all of Lot 4, EXCEPT 100 feet squarely off the South end thereof, all in Block 7, McCord’s Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof, together with a strip of ground extending in an East-West direction across and through the West Half of said Block 7, which said strip of ground was formerly an alley, all in Newton County, Missouri, EXCEPT the South 100 feet of said Lot 3, Block 7, McCord’s Addition.

AND

The South 100 feet of Lot 2 in Block 7, McCord’s Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

AND

All of the South 100 feet of Lots 3 and 4, Block 7, McCord’s Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

AND

Lots 7, 8 and 9 in Block 5, McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

Section 2. That pursuant to Section 120.235 of the City Code of Ordinances, the City Council has deemed that sale by sealed bid or other method would be impractical and/or not reasonably feasible and the public interest will be served thereby conveying and transferring said property to Crosslines Churches of the Joplin Area, Inc., a Missouri nonprofit corporation, dba Restoration Life Center ("RLC"), under the terms of the proposed MOU.

Section 3. That the Memorandum of Understanding and Agreement between the City of Neosho and RLC, a Missouri nonprofit corporation, for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus and a lease agreement for the property to be used by RLC, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 4. That the Mayor is hereby authorized and directed to execute said Memorandum of Understanding, and to execute all other necessary documents to effectuate the same, including but not limited to, the Real Estate Agreement, and Lease Agreement related to the same, by and on behalf of the City of Neosho, Missouri.

Section 5. 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 _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein "MOU") is made on this ____ day of _____, 2026, by and between the **City of Neosho, Missouri**, a Missouri Municipal Corporation ("**City**"), and **Neosho Crosslines Ministries, Inc.**, a Missouri nonprofit corporation, dba Restoration Life Center ("**RLC**"), with City and RLC being referred to collectively as "the Parties" from time to time.

WHEREAS, RLC owns a certain tract of property located on 300 E. Main Street in Neosho, Missouri, **being more particularly described below** (hereinafter referred to as Exhibit "A"); and

WHEREAS, City owns a certain tracts of property located at 201 N. College, 125 N. College and 221 Brook Street, in Neosho, Missouri, **being more particularly described below** (hereinafter referred to as Exhibit "B"); and

WHEREAS, the City desires to transfer, convey and deed Exhibit B to the RLC in exchange for Exhibit A to be transferred, conveyed and deeded by the RLC to the City; and

WHEREAS, the RLC desires to transfer, convey and deed Exhibit A to the City in exchange for Exhibit B to be transferred, conveyed and deeded by the City to the RLC; and

WHEREAS, City requires to maintain properties on Exhibit B for use of Police and Fire services until new facilities can be constructed for those services; and

WHEREAS, RLC requires to maintain its property on Exhibit A until new facilities can be constructed on Exhibit B; and

WHEREAS, to allow each party sufficient time to continue using their respective parcels and to make planned improvements allowing each Party to vacate its parcel, the Parties have agreed to terms to be set forth in a Real Estate Purchase agreement and Lease Agreement for the above referenced parcels to the designated party and to sell, transfer and convey the above described real property from the City to the RLC and from the RLC to the City and the continued leasing thereof; and

WHEREAS, for the reasons set forth herein, the Parties desire to set out the material terms of their collaboration to transfer, convey and deed to each respective party's parcels (Exhibit A and Exhibit B), and authorize a Lease Agreement for subsequent use and possession after transfer and conveyance in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and RLC agree as follows:

1. Responsibilities of City.

a. City shall adopt an Ordinance authorizing this Memorandum of Understanding, and upon the terms set out herein and the Real Estate Agreement, with Exhibit "A", Exhibit "B" and Exhibit "C", Lease Agreement and the Lease Exhibit "A", each attached hereto and incorporated herein, City to deed the property in Exhibit B to RLC in exchange for the property in Exhibit A to be deeded by RLC to City, with costs assigned pursuant to the Exhibits herein attached.

b. City shall relocate Police and Fire Department personnel to a yet to be constructed new facility, at which time the Closing of this transaction shall be scheduled.

c. City shall permit RLC use and possession of the property in Exhibit B after the Closing pursuant to Exhibit C, Lease Agreement.

2. Responsibilities of RLC.

a. RLC shall adopt a Resolution authorizing this Memorandum of Understanding, and upon the terms set out herein and the Real Estate Agreement and Lease Agreement both attached hereto and incorporated herein as Exhibit "A" and Exhibit "B", deed the property in Exhibit A to City in exchange for the property in Exhibit B to be deeded from City to RLC, with costs assigned pursuant to the Exhibits herein attached.

b. After transfer and conveyance of Exhibit A from RLC to City, the Parties shall enter into the Exhibit C, Lease Agreement, authorizing RLC to use and possess Exhibit A from City as described in said Lease Agreement.

c. Any improvements to be made to the property in Exhibit A prior to Closing shall be made after approval by the City with such request made in writing and no approval for the same shall be unreasonably withheld by City.

3. Termination. RLC may terminate this Agreement if City unreasonably withholds approval for improvements to property in Exhibit A prior to Closing. City may terminate this Agreement if RLC fails to execute either the Real Estate Agreement or Exhibit C, Lease Agreement or fails to perform requirements under the Exhibit C, Lease Agreement, after the Closing.

5. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

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

Restoration Life Center
ATTN:
Neosho, MO 64850

6. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

7. Severability. The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the Parties as herein provided.

CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

ATTEST:

By: _____
Cheyenne Wright, City Clerk

NEOSHO CROSSLINES MINISTRIES, INC.

By: Ty 3 La _____
, President

ATTEST:

By: Shy _____
, Secretary

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("this Agreement") is entered into this ____ day of _____ 20__ ("the Effective Date"), by and between the **City of Neosho, Missouri**, a Missouri Municipal Corporation ("**City**"), and **Neosho Crosslines Ministries, Inc.**, a Missouri nonprofit corporation, dba Restoration Life Center ("**RLC**") with City and RLC being referred to collectively as "the Parties" from time to time.

R E C I T A L S :

WHEREAS, City desires to purchase or acquire from RLC the following real property:

300 E. Main See Exhibit "A"

WHEREAS, RLC desires to purchase or acquire from City the following real property:

201 N College, 125 N College and 221 Brook St, See Exhibit "B"

WHEREAS, City requires to maintain properties on Exhibit "B" for use of Police and Fire services, until new facilities can be constructed for those services; and

WHEREAS, RLC requires to maintain property in Exhibit "A" until new facilities can be constructed on property acquired in Exhibit "B".

WHEREAS, to allow each party sufficient time to continue using their respective parcels and to make planned improvements allowing each Party to vacate its parcel, the Parties have agreed to a long term Real Estate Contract and a Lease Agreement for the above referenced parcels to the designated party and to sell, transfer and convey the above described real property from the City to the RLC and from the RLC to the City and the continued leasing thereof;

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and RLC agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, RLC agrees to transfer and Convey to City and City agrees to purchase and acquire upon the terms and conditions hereinafter set out, the real estate described as follows:

300 E. Main Exhibit A

For and in consideration of the mutual obligations of the parties hereto, City agrees to transfer and Convey to RLC and RLC agrees to purchase and acquire upon the terms and conditions hereinafter set out, the real estate described as follows:

201 N College, 125 N College and 221 Brook St, Exhibit B

2. PURCHASE PRICE. The total purchase price for the Property (“the Purchase Price”) shall be real estate transferred and conveyed from each party to the other party as described above, along with the LEASE AGREEMENT, incorporated herein as Exhibit “C” Lease.

3. CLOSING. Title of each property shall be transferred and conveyed by Deed authorized by Resolution or Ordinance of each Party, with each party to pay its own costs and recording of the received Quit-Claim Deed, with said closing to occur on or before December 1, 2030, unless otherwise agreed in writing. Such request by either Party for a change in closing to occur shall not be unreasonably denied by the other Party.

4. CLOSING REQUIREMENTS. Closing shall occur after City has relocated its Police and Fire Department services from the property in Exhibit B, the Parties shall execute a Lease Agreement at Closing, allowing for RLC to continue leasing its current property in Exhibit A, along with approval of the Deeds for each property and the authorizing document for each Party.

5. LEASE AGREEMENT. The Parties further agree to enter into this Lease Agreement to be effective after the Closing as described in Paragraph 4. In the event RLC is still in need of use of the property in Exhibit A, City agrees to lease the property in Exhibit A to RLC for total rents beginning at \$1.00 per year, along with maintenance, taxes (if applicable) and insurance to be paid by RLC, pursuant to Paragraphs 1. and 2. of the Lease. The annual terms of this Lease shall not extend beyond three (3) years after the Closing, even if the Closing occurs prior to the date in Paragraph 3. above and then may be extended on a month-to-month basis.

6. REPRESENTATIONS/WARRANTIES.

6.1 City covenants and represents to RLC and RLC covenants and represents to City, which covenants shall be true and accurate at the time of closing, as follows:

6.1.1 City is a Missouri Municipal Corporation, and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform City’s obligations hereunder.

6.1.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

6.2 RLC covenants, represents, and warrants to City, as follows:

6.2.1 RLC is a Missouri nonprofit corporation and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform RLC’s obligations hereunder

6.2.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

6.3. The Parties each own fee simple title to the Property being transferred and conveyed and has full right and lawful authority to enter into and perform its obligations under this Contract.

6.4 There are no rights or claims of Parties in possession not shown by the public records.

6.5 There are no easements, or claims of easements, not shown by the public records.

6.6 There are no encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property; and all utility service for any building not on the Property shall be separated from the Property.

6.7 There is no lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6.8 There are no taxes or special assessments which are not shown as existing liens by the public records.

7. DISCLOSURES.

7.1 Statutory Disclosures.

7.1.1 Methamphetamine (Sec. 442.606, RSMo.). The Parties affirmatively represents that each party has no knowledge of the Property being used as a site for methamphetamine production or as the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto.

7.1.2 Lead-Based Paint. Parties affirmatively represent to each party that the Property does not include a residential dwelling built prior to 1978.

7.1.3 Waste Disposal Site or Demolition Landfill (Sec. 260.213, RSMo.). Parties affirmatively represent to each party of no knowledge of the Property being used as a solid waste disposal site or demolition landfill.

7.1.4 Radioactive or Hazardous Materials (Sec. 442.055, RSMo.). Parties affirmatively represent to each party that each has never received a report stating affirmatively that the Property has ever been contaminated with radioactive material or other hazardous material.

8. TITLE AND SURVEY.

8.1 Title. At Closing, City shall transfer marketable title to Exhibit B, subject only to the Permitted Exceptions, properly executed and in recordable form. City shall promptly deliver to RLC a commitment ("Title Commitment") to issue a current ATLA owner's policy of title insurance for property in Exhibit B ("Owner's Policy") after the Effective Date, the cost of the Commitment to be paid by City and the cost of Owner's Policy to be paid by RLC. RLC shall transfer marketable title to Exhibit A, subject only to the Permitted Exceptions, properly executed and in recordable form. RLC shall promptly deliver to City a commitment ("Title Commitment") to issue a current ATLA owner's policy of title insurance for Exhibit A ("Owner's Policy") after the Effective Date, the cost of the Commitment to be paid by RLC and the cost of Owner's Policy to be paid by City.

8.2 Survey. If City or RLC already have a survey of the respective Property in possession, then that Party shall promptly deliver a copy to the other Party after the Effective Date. Either Party, at its sole option, may also obtain a survey of the Property, the cost of which to be paid by that Party.

8.3 Objections. Buyer shall have 30 days after receipt of the Title Commitment, and, if applicable, the Survey, to review the same ("the Title and Survey Review Period"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein ("Title and Survey Objections"). Buyer's failure to timely deliver Notice to Seller of any Title and Survey Objections within the Title and Survey Review Period will constitute a waiver by Buyer of any Title and Survey Objections; however, this will not relieve Seller of any liability pursuant to the representations and warranties made in paragraphs 5 and 6 herein. If Buyer does timely object, Buyer must also deliver a copy of the Title Commitment and/or Survey to Seller pertaining to such Title and Survey Objections. Seller shall have 14 days from receipt of Buyer's Notice of Title and Survey Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within 7 additional days after Buyer's receipt of Seller's response to Buyer's Title and Survey Objections, agrees in writing to accept the title without correction of such Title and Survey Objections. If Seller fails to timely respond to Buyer's Title and Survey Objections, then Seller shall be deemed to have refused to agree to correct any such Title and Survey Objections.

9. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

9.1 Right-of-way and easements, public or private, of record;

9.2 Zoning ordinances in effect at the date of the signing of this contract; and

9.3 General taxes, state, county, and city, (if any are applicable) for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this

contract is closed shall be prorated to the date of closing.

10. POSSESSION. Parties shall deliver possession to each party upon deliverance of the Deed, subject to the rights as described in the Lease Agreement.

11. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract. It is understood by both Parties that upon relocation of Police and Fire personnel this Agreement shall be ripe for Closing and if an earlier Closing date is feasible, then this Agreement shall be amended.

12. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

13. 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.

14. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sublet, assigned, or otherwise disposed of, except with the prior written consent of both parties.

15. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

21. NO 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.

22. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

CITY OF NEOSHO, MISSOURI

By: _____, Mayor

ATTEST:

By: _____
Cheyenne Wright, City Clerk

NEOSHO CROSSLINES MINISTRIES, INC.

By: _____
Tye Zola, President

ATTEST:

By: _____
Stefanie Murphy, Secretary

EXHIBIT "A" – RLC PROPERTY TO BE CONVEYED TO CITY
AND LEASED BACK TO RLC

All of Lots 5 and 6, all in Block 1 of Neosho Proper in the City of Neosho, Newton County, Missouri,

AND

All of the South One-Half of Lot 7 in Block 1 of Neosho Proper in the City of Neosho, Newton County, Missouri.

AND

Lot 8 in Block 1 of Neosho Proper in the City of Neosho, Newton County, Missouri, EXCEPT the North 100 feet thereof.

AND

The North 100 feet of Lots 7 and 8 together with the East One-Half of the abandoned alley lying West of said Lot 7, all in Block 1 in Neosho Proper in the City of Neosho, Newton County, Missouri.

EXCEPT A part of Block 1 in Neosho Proper, City of Neosho, Newton County, Missouri, described as beginning at the Southwest corner of Lot 5, Block 1, Neosho Proper, thence North 3°06'04" East 200.0 feet to the Northwest corner of Lot 5, Block 1; thence South 86°57'28" East along the South line of existing alley 106.77 feet; then South 3°00'18" West 98.89 feet; thence North 88°02'48" West 22.00 feet; thence South 4°00'38" West 100.65 feet to the North line of Main Street; thence North 86°59'34" West 88.34 feet to the point of beginning.

EXHIBIT "B" – CITY PROPERTY TO BE CONVEYED TO RLC

Lots 3, 5, 6, 7 and 2, EXCEPT 100 feet squarely off the South end thereof Lot 2, and all of Lot 4, EXCEPT 100 feet squarely off the South end thereof, all in Block 7, McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof, together with a strip of ground extending in an East-West direction across and through the West Half of said Block 7, which said strip of ground was formerly an alley, all in Newton County, Missouri, EXCEPT the South 100 feet of said Lot 3, Block 7, McCord's Addition.

AND

The South 100 feet of Lot 2 in Block 7, McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

AND

All of the South 100 feet of Lots 3 and 4, Block 7, McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

AND

Lots 7, 8 and 9 in Block 5, McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded plat thereof.

BID FORM

Description: (To be completed by bidding party)

City Hall Sidewalk Removal & Replacement - \$17,496.00 (Seventeen Thousand Four Hundred Ninety-Six Dollars)

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

F.O.B. Neosho, MO

Projected Shipping Date: TBD

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - President

BID FORM

Description: (To be completed by bidding party) SIDEWALK REMOVAL AND REPLACEMENT AT CITY HALL

Proposal includes: Saw cutting existing asphalt to remove sidewalk and curb. Remove existing railing and save for re-installation. Remove 85 Inft. of existing curb and 85 Inft of existing sidewalk. Form minimum 5' wide sidewalks, with ADA approved ramps. Drill and epoxy dowels from existing building to new sidewalk. Install base rock, welded wire mesh, and continuous rebar at thickened edge. Place and finish concrete sidewalk. Connect 4" PVC under sidewalks to existing downspouts. Reconfigure and reinstall signage handrails to new concrete sidewalks.

Price(s) for unit(s) meeting enclosed specifications: \$39,500⁰⁰

F.O.B. Neosho, MO

Projected Shipping Date: PROJECTED START DATE WEEK OF DECEMBER 1ST

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: R. E. Smith Construction Company

ADDRESS: 1036 W. 2nd St., Joplin, MO 64801

PHONE: 417-623-4545

EMAIL: richard@resmithconst.com

BY:



Clinton R. Walton, CEO

Pre Bid Meeting for ADA Sidewalk City Hall

[illegible]

EST 1878



CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.ORG

Bid packets mailed to the following vendors for BIDS:

Branco Enterprises
Allen Hall
12033 Highway 86
Neosho, MO 64850
ahall@branco.com

Mid Central Contractors LLC
28733 Hillview Road
Carl Junction, MO 64834
migordon@midcentraldesign.com

McDaniel Construction Service
2006 Roosevelt
Joplin, MO 64804
Shanemcdaniel.mcs@gmail.com

Construction Services Group
Tyler Marion
12451 Hwy 59
Neosho, MO 64850
tyler@marionllc.net

Reyes Investment LLC
17825 Medina Lane
Neosho, MO 64850
reyesinvestment@yahoo.com

Courtney Construction
406 West 16th Street
Mtn Grove, MO 65711
carter@courtneyconstructionllc.net

Watson and Son's Construction LLC
2280 Chapel Road
Carthage, MO 64836
aaron@watsonandsonsconstruction.com

Huntington Construction
17756 Locust Road
Neosho, MO 64850
Tomrowe1970@icloud.com

Chuck's Construction
515 West Sherman
Neosho, MO 64850
chuncolate@live.com

Chad Prater Construction
7158 River Road
Joplin, MO 64804
praterconst@gmail.com

Crossland Construction
833 S East Ave
Columbus, KS 66725
licensing@crosslandconstruction.com



CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Thursday, November 13, 2025 at 2:00 p.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Sidewalk Removal and Replacement at City Hall

Please label the envelope: Neosho Sidewalk Removal and Replacement at City Hall Project bid opening November 13, 2025 at 2:00 p.m.

Questions concerning the specifications and bid procedure can be asked during the mandatory pre-bid meeting on Tuesday, November 4th at 2:00 P.M.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. **THERE WILL BE A MANDATORY PRE BID ON TUESDAY, NOVEMBER 4TH AT 2:00 P.M.**

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:

**Bid Packet: Sidewalk Removal and Replacement at City Hall
East Side of Building Adjacent to Alley – ADA Compliance Project**

Project Overview

The City of Neosho is soliciting bids for the removal and replacement of the sidewalk located on the east side of City Hall, boarding the alley. The new sidewalk must be constructed in accordance with the Americans with Disabilities Act (ADA) specifications, providing compliant entry to two designated doors. The existing railing will be reused with minor modifications as needed. The scope of work also includes comprehensive clean-up of the project area.

Scope of Work

- Remove the existing sidewalk on the east side of City Hall adjacent to the alley.
- Properly dispose of all debris and materials from demolition.
- Construct a new sidewalk in accordance with ADA standards, including grade, width, slope, and surface requirements.
- Ensure ADA-compliant access to two doors on the east side of the building.
- 3 existing downspouts currently poured within the sidewalk need to be placed back.
- 60 inch minimum width
- Reinstall the existing railing with necessary minor modifications to ensure continued compliance and safety.
- Perform a thorough clean-up of the entire project area upon completion.

ADA Specifications

The new sidewalk must meet all current ADA requirements, including but not limited to:

- Minimum clear width for accessible routes: 36 inches (48 inches preferred).
- Maximum slope: 1:12 (8.33%).
- Cross slope: Maximum 1:48 (2.08%).
- Stable, firm, and slip-resistant surface.
- Accessible entry to both designated doors, including appropriate landings and transitions.
- Detectable warnings at alley crossings as required.

Railing Modifications

The existing railing will be reused. Minor modifications may be necessary to ensure the railing meets ADA standards and is properly integrated with the new sidewalk. All work must be performed using safe and durable methods.

Site Clean-Up

The contractor is responsible for the complete clean-up of the work area, including removal of debris, restoring landscaping or surfaces affected by construction, and ensuring the site is safe and presentable upon project completion.

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Senior Center Storage Building and Dumpster Enclosure

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bids for Senior Center Storage Bldg-Dumpster Encl.

PURPOSE:

To construct a storage building and dumpster enclosure at the Neosho Senior Center facility.

BACKGROUND:

The city went out for bids to construct a new storage building and dumpster enclosure for the Neosho Senior Center. It was later learned the bid specifications sent didn't coincide with the exact location of where it was intended to be. The city will update the bid specifications and repost.

RECOMMENDATION:

Staff recommends rejecting the bids as submitted.

BID FORM

Description: (To be completed by bidding party)

Storage Building & Dumpster Enclosure - \$ 92,305⁰⁰

Ninety two thousand three hundred and five dollars

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

F.O.B. Neosho, MO

Projected Shipping Date: TBD

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59 | Neosho, Missouri 64850

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - President

BID FORM

Description: (To be completed by bidding party)

14'x20' wood framed storage building per specifications above.

12'x10'x8' Dumpster Enclosure per specifications above.

TOTAL: \$82,000.00

This structure was bid per bid specifications above, however; due to the location and elevations designated at the pre-bid, it is our belief that the specifications above do not correspond with the location provided. Modifications will be required.

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

F.O.B. Neosho, MO

Projected Shipping Date: 05/01/2026

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Branco Enterprises, Inc.

ADDRESS: 12033 E Hwy 86, Neosho, MO 64850

PHONE: 417-451-5250

EMAIL: pcapron@branco.com

BY: Bruce England / Estimating Coordinator



CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday March 27, 2026 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Senior Center Storage Building / Dumpster Enclosure

Please label the envelope: Senior Center Storage Building / Dumpster Enclosure March 27, 2026 at 10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to **David Kennedy, City Manager** at the follow address/phone: **417-451-8050, 203 E. Main St. Neosho, MO 64850.**

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. **There will be a mandatory pre-bid meeting on March 13, 2026 at 10:30 a.m. at 1017 Carl Sweeney Parkway.**

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:

BID ITEMS #1:

Construction of a 14'-0" x 20'-0" wood framed storage building.

- Demo and dispose of existing asphalt paving, as required, for new structure
- Compact existing baserock, and add additional base material as required for pad
- Excavate and pour for assumed 2'-0" x 2'-0" continuous grade beam footings at perimeter
- Form and pour 8" x 24" continuous concrete stem wall at perimeter of building
- Form and pour 4" 3500-PSI, Welded-Wire Fabric reinforced concrete slab-on-grade, troweled finish
- Wood framed wall construction assumed to be 2x4x9' walls, wood sheathing w/ vapor barrier
- R-13 batt insulation at the walls and ceiling
- Wood sheathing at interior walls and ceiling
- Wood framed roof structure, wood decking, papered, and a metal roof to match the roof on the existing building
- Walls to be painted to match the walls on the existing building (paint code PPG - Whirlwind) (Trim – Custom match to Burnished Slate Roof)
- All necessary fascias, soffits, drip edge, gutter and downspouts
- Brick veneer with wood siding painted to match existing building
- One (1) 6'-0" x 8'-0" insulated, manually operated, sectional door
- Concrete shall be patched back around building where asphalt was removed for clean transition

BID ITEM #2:

Construction of a 12'-0" wide x 10'-0" deep x 8'-0" high dumpster enclosure.

- Demo and dispose of existing asphalt paving and subgrade, as required
- Place and compact baserock material, as required for pad
- Excavate and pour for assumed 2'-0" x 2'-0" continuous grade beam footings at perimeter
- Furnish and install five (5) 6" steel pipe bollards, concrete filled and painted
- Form and pour 8" 4000-PSI, Welded-Wire Fabric reinforced concrete slab-on-grade, broom finished
- Split face concrete masonry units (CMU) walls shall be constructed 8'-0" high with a cap block on the back and sides (color to be determined by Owner)
- Fabricate and install two approx. 6'-0" steel framed dumpster gates mounted to steel pipe, with all hardware and cane bolts
- Install metal r-panel over the gate frames, including all trims for complete installation
- Final clean up and repair of any damaged pavement in area of work

Notes:

1. A mandatory site visit will be held on Friday March 13, 2025 at 10:30 am at 1017 Carl Sweeney Parkway. All prospective bidders shall be in attendance
2. Prospective bidders are responsible for verifying exact sizes, quantities, and footages.
3. Contractors shall be responsible for all costs to complete the defined scope of work.
4. Contractor is responsible for all cleanup and disposal of construction waste and debris.

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BY: _____

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

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

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

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

(Signature)

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

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

Notary Public

My Commission Expires

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Resolution Bill No. 2026-10:

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Res. Bill No. 2026-10 Authorize Charge Offs for Years 2013-2015

PURPOSE:

To seek approval and inform Council of the bad debt to be written off the general ledger.

BACKGROUND:

In an effort to match expenses with forecasted revenues staff is preparing to write off a large number of unpaid utility billings. These billings are two batches which will total 4,126 customers and value of \$404,676.27. All of the accounts in this first round are all Pre September 30, 2015.

Once approved the process will be posted to the general ledger. The amounts while written off can still be collected and added back to the general ledger.

RECOMMENDATION:

Staff recommends approval of the resolution and authorize the Mayor to execute.

Resolution Bill No. 2026-10

A RESOLUTION of the City of Neosho, Missouri, authorizing the charge off of accounts owed to the City of Neosho for the fiscal years of 2013 through 2015 in the amount of Four Hundred Four Thousand Six Hundred Seventy-Six and 27/100 Dollars (\$404,676.27) as submitted by the City Finance Director.

WHEREAS, the City Finance Director has reported unpaid accounts exist from the period of fiscal years 2013-2015, to which monies remain owed in the amount of Four Thousand Six Hundred Seventy-Six and 27/100 Dollars (\$404,676.27); and

WHEREAS, it is not feasible to continue the allocation of resources to collect on said delinquent accounts; and

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the City Finance Director is authorized to charge off any unpaid accounts during the fiscal years of 2013-2015 for the amount of Four Thousand Six Hundred Seventy-Six and 27/100 Dollars (\$404,676.27) as listed in the batch reports 00001.04.2026 and 00001.03.2026, which are exempted from open records pursuant to RSMo 610.021(26) for individually identifiable customer usage and billing records for customers of a municipally owned utility.

BE IT FURTHER RESOLVED, this Resolution shall be effective as of 7th day of April, 2026.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of April, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tem

ATTEST:

Cheyenne Wright, City Clerk
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Resolution Bill No. 2026-11: Authorize and Appoint Richard Davidson as Representative for City of Neosho

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2026-11 Authorize and Appoint R Davidson as representative for City

PURPOSE:

Approving a Resolution authorizing Richard Davidson to appear on behalf of the City of Neosho before the Public Service Commission.

BACKGROUND:

This resolution authorizes Richard Davidson to represent the City of Neosho before the Missouri Public Service Commission (MoPSC) in File No. WA-2026-0072. The MoPSC must review and approve the City's Agreement to sell the Water and Wastewater Systems to Missouri-American Water Company (approved by Council on August 19, 2025, Ordinance No. 641-2025, for \$34,500,000). Approval of this resolution allows Mr. Davidson to provide testimony and appear as needed on the City's behalf to support MoPSC review and approval of the agreement.

RECOMMENDATION:

I recommend approving the Resolution as presented and authorizing the Mayor Pro-Tem to sign.

Resolution Bill No. 2026-11

A RESOLUTION of the City of Neosho, Missouri, authorizing Richard Davidson, individually, as a representative for the City to provide testimony and appear on behalf of the City of Neosho before the Public Service Commission for the State of Missouri for the purpose of any hearing or proceeding that may be required for review and approval by the Public Service Commission regarding the Agreement for Purchase of the Water and Wastewater Systems between the City of Neosho and Missouri-American Water Company.

WHEREAS, on August 19, 2025, under Council Bill No. 2025-52, the City Council for the City of Neosho, Missouri approved and adopted Ordinance No. 641-2025 approving the Agreement for Purchase of the Water and Wastewater Systems between the City of Neosho and Missouri-American Water Company for the sale price of Thirty-Four Million, Five Hundred Thousand and 00/100 Dollars (\$34,500,000.00) and authorized the Mayor to execute that Agreement.

WHEREAS, approval of the sale under this Agreement is pending review by the Public Service Commission for the State of Missouri (“MoPSC”) under File No. WA-2026-0072; and

WHEREAS, review and approval may require, be necessary and be in the best interest of the City for testimony and personal appearance of a representative before MoPSC on behalf of the City of Neosho; and

WHEREAS, Richard Davidson’s experience on the Council qualifies him to best serve as a representative on behalf of the City for the purpose of MoPSC to review and approve said Agreement;

WHEREAS, Richard Davidson consents serve as a representative of the City of Neosho and to testify and appear in person before MoPSC for any hearing or proceeding required, necessary or in the best interest of the City under File No. WA-2026-0072.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That Richard Davidson is qualified with knowledge and experience about the City of Neosho, Water and Wastewater Systems and the Agreement for Purchase of the Water and Wastewater Systems between the City of Neosho and Missouri-American Water Company and that he has consented to serve as a representative for the City to testify and appear on behalf of the City of Neosho under File No. WA-2026-0072, before the Public Service Commission for the State of Missouri to seek approval of said Agreement;

BE IT FURTHER RESOLVED, that Richard Davidson is hereby authorized to serve as a representative of the City of Neosho and to testify and appear at any proceeding or hearing that may be required, necessary and in the best interest of the City of Neosho under File No. WA-2026-0072, before the Public Service Commission for the State of Missouri to seek approval of said Agreement;

BE IT FURTHER RESOLVED, this Resolution shall be effective as of 7th day of April 2026.

Resolution Bill No. 2026-11

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of April 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tem

ATTEST:

Cheyenne Wright, City Clerk
SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Resolution Bill No. 2026:12: Destruction of Records

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Res. Bill No. 2026-12 Destruction of Records
 2. Records Disposition List
-

PURPOSE:

The purpose of this resolution is to comply with state procedures for the retention and destruction of municipal records.

BACKGROUND:

RSMo 109.230 states: The director shall, with due regard for the functions of the agencies concerned, and subject to the approval of the Secretary of State: Public lists of records authorized for disposal or retention. City Code Section 110.390 states the City Clerk shall have custody of and shall safely keep the public records, original rolls of ordinances and resolutions of the City Council, such other records, documents and papers of public nature as may be delivered into his/her custody.

RECOMMENDATION:

Request the council's approval of Resolution Bill No. 2026-12.

Resolution Bill No. 2026-12

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

WHEREAS, the Secretary of the State of Missouri has established a procedure for the retention and destruction of municipal records, and

WHEREAS, the City Clerk has processed Neosho records in accordance with the guidelines set out in said section, RSMo. 109.230 (4)

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

Section 1: That those city records which have met the retention requirements as set forth by RSMo. 109.230(4) and are recommended for disposal by the State of Missouri are attached hereto as Exhibit A and incorporated herein by reference.

Section 2: That the City Clerk as the Custodian of Records of the City of Neosho is hereby authorized to dispose of the city records listed in Exhibit A in accordance with RSMo. 109.230 (4).

Section 3: This resolution shall be in full force and effect upon final passage.

ADOPTED this 7th day of April 2026 by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tempore

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho Records Program Disposition List

Department Finance

Submit Form to City Clerk

The following records have met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: store the records, destroy the records, or de-accession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the City Council minutes with the record series and inclusive dates.

Records to be destroyed are as follows:

[illegible]

I hereby certify to the best of my knowledge, that the records described herein are not needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. I also certify it has met the retention as governed by law.

Signature B. Johnson Title AP Clerk Date 3-19-24

City of Neosho

Records Program Disposition List

Department

Finance

Submit Form to City Clerk

The following records have met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: store the records, destroy the records, or de-accession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the City Council minutes with the record series and inclusive dates.

Records to be destroyed are as follows:

[illegible]

I hereby certify to the best of my knowledge, that the records described herein are not needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. I also certify it has met the retention as governed by law.

Signature Leshi Grant

Finance Director

3/20/26
Date

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Resolution Bill No. 2026-13: MOU for Southwestern Missouri Cyber Crimes Task Force

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Res. Bill No. 2026-13 SWMO Cyber Crimes Task Force - MOU
 2. MOU for Southwestern MO Cyber Crimes Task Force
-

PURPOSE:

To authorize the Mayor to execute the **Memorandum of Understanding (MOU) between the City of Neosho Police Department and the Southwestern Missouri Cyber Crimes Task Force (SMCCTF).**

BACKGROUND:

The Southwestern Missouri Cyber Crimes Task Force (SMCCTF) is a multi-agency, partially grant-funded task force supported by the Missouri Department of Public Safety and the Missouri Internet Crimes Against Children (ICAC) Task Force. The mission of the SMCCTF is to investigate, apprehend, and prosecute individuals who exploit children through the use of the internet and technology, in compliance with ICAC standards and procedures.

Participation in the SMCCTF allows the Neosho Police Department to collaborate with partner agencies on investigations involving internet-based sexual exploitation of children, including online enticement and child sexual abuse material offenses. The Task Force also provides access to specialized investigative resources, digital forensic examinations, training, equipment, personnel support, and community education efforts related to internet crimes against children, as grant funding permits.

The MOU formalizes the cooperative relationship between the Neosho Police Department and the SMCCTF, outlines the mission and purpose of the task force, and establishes terms for participation, duration, and termination. The agreement remains in effect for the duration of the Task Force's existence and automatically renews unless terminated by either party. The MOU does not create a financial obligation for the City beyond participation supported by available grant funding.

RECOMMENDATION:

Authorize the Mayor to sign the Memorandum of Understanding between the Neosho Police Department and the Southwestern Missouri Cyber Crimes Task Force.

A RESOLUTION approving Memorandum of Understanding with the Southwest Missouri Cyber Crimes Task Force and the Neosho Police Department for the purpose of inter-agency cooperation with law enforcement involving cyber crimes, including internet crimes against children.

WHEREAS, the City of Neosho and the Southwest Missouri Cyber Crimes Task Force seek to partner and cooperate for the purpose of law enforcement involving cyber crimes, including internet crimes against children (“ICAC”); and

WHEREAS, it is in the best interest of the City of Neosho and its residents for the City to enter into an Memorandum of Understanding (“MOU”) between the Neosho Police Department and Southwest Missouri Cyber Crimes Task Force.

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

Section 1: The City of Neosho, Missouri, hereby approves Memorandum of Understanding (“MOU”) between the Neosho Police Department and Southwest Missouri Cyber Crimes Task Force for the purpose of inter-agency cooperation with law enforcement involving cyber crimes, including internet crimes against children; 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. Chief of Police for the Police Department of the City of Neosho, Missouri, is hereby authorized and directed to execute said MOU by and on behalf of the City of Neosho.

Section 4: This Resolution shall be in full force upon April ____, 2026, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of April, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tem

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Southwestern Missouri Cyber Crimes Task Force

Memorandum of Understanding

Parties

The Southwestern Missouri Cyber Crimes Task Force (SMCCTF) is a partially grant funded, multi-agency endeavor. Grant funding comes from the Missouri Department of Public Safety and Missouri Internet Crimes Against Children Task Force (MO ICAC).

This Memorandum of Understanding (MOU) is entered into by and between the following agencies:

Neosho Police Department and the Southwestern MO Cyber Crimes Task Force

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

Mission

The mission of the SMCCTF is to investigate, apprehend, and prosecute internet sexual predators who exploit children through the use of the internet and technology, consistent with ICAC standards and procedures. The SMCCTF produces high-quality investigations leading to successful prosecutions of internet sexual predators. The SMCCTF conducts forensic examinations of evidence seized through the course of an investigation. The SMCCTF participates in community education efforts regarding the prevention of internet crimes against children (ICAC). As funding is available, the SMCCTF provides funding for personnel, overtime, equipment, training and other approved investigative costs.

Purpose

The purpose of this MOU is to delineate the responsibilities of the SMCCTF, maximize inter-agency cooperation, and formalize relationships between member-agencies. The Task Force investigates suspects who utilize the Internet to seek children as sexual partners and/or who traffic in child pornography. Specific ICAC crimes include, but are not limited to: Internet sexual exploitation of a minor and luring a minor for sexual exploitation as described in applicable Federal and State Law. This MOU does not prohibit the investigation of other crimes against children.

Duration and Termination

This MOU will remain in effect for the period of time that the SMCCTF is in existence. Renewal of the agreement will be automatic unless either party terminates the agreement. Task Force member agencies may voluntarily withdraw participation at any time by providing written notice. Membership may be terminated by written notice of violation of this MOU and/or ICAC operational and investigative standards.

Chief Peter Russell
Neosho Police Department

Chief Richard Pearson
Joplin Police Department

Date

Date

REQUESTED COUNCIL MEETING DATE: April 7, 2026

ITEM: Resolution Bill No. 2026-14: Authorization for CAC-MDT Interagency Agreement

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Res. Bill No. 2026-14 Auth. for CAC-MDT Interagency Agreement
 2. Joplin Counties - Updated CAC-MDT Protocol and Interagency Agreement MOU 2026
-

PURPOSE:

To authorize the Mayor to execute the Children's Advocacy Center (CAC) Multi-Disciplinary Team (MDT) Protocols and Interagency Memorandum of Understanding (MOU) for the 2026 term.

BACKGROUND:

The Children's Advocacy Center (CAC) Multi-Disciplinary Team (MDT) model provides a coordinated, child-focused response to investigations involving allegations of child abuse, neglect, and related offenses. The updated Interagency MOU formalizes collaboration among participating jurisdictions and agencies, including local law enforcement, the Missouri Children's Division, prosecuting attorneys, juvenile offices, medical and mental health providers, and victim advocacy partners.

The agreement establishes standardized protocols for investigations, forensic interviews, medical examinations, information sharing, confidentiality, and case review, all consistent with Missouri statute and nationally recognized best practices. The intent of the MOU is to reduce duplication of interviews, minimize trauma to children, improve investigative efficiency, and ensure consistent communication and cooperation among participating agencies.

The MOU is voluntary in nature, does not supersede statutory authority, and does not create additional fiscal obligations for the City. Execution of the agreement allows continued participation in the regional CAC-MDT framework coordinated by the Children's Center of Southwest Missouri.

RECOMMENDATION:

Authorize the Mayor to sign the Children's Advocacy Center Multi-Disciplinary Team Protocols and Interagency Memorandum of Understanding for the 2026 term.

A RESOLUTION approving the Children’s Advocacy Center Multidisciplinary Protocols and Interagency Memorandum of Understanding with the Children’s Center of SWMO to affirm protocols and procedures to promote the best interests of children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice, and authorizing the Chief of Police to execute.

WHEREAS, the City of Neosho Police Department, along with other area law enforcement agencies and the Children’s Center of SWMO seek to promote the best interests of children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice by affirming certain protocols and procedures; and

WHEREAS, it is in the best interest of the City of Neosho and its residents for the City to enter into a Memorandum of Understanding (“MOU”) between the Neosho Police Department and Children’s Center of SWMO.

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

Section 1: The City of Neosho, Missouri, hereby approves Children’s Advocacy Center Multidisciplinary Protocols and Interagency Memorandum of Understanding (“MOU”) between the Neosho Police Department and the Children’s Center of SWMO for the purpose of affirming certain protocols and procedures to promote the best interests of children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice; 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. Chief of Police for the Police Department of the City of Neosho, Missouri, is hereby authorized and directed to execute said MOU by and on behalf of the City of Neosho.

Section 3: This Resolution shall be in full force upon April ____, 2026, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of April, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Ashton Robinson, Mayor Pro Tem

ATTEST:

Cheyenne Wright, City Clerk

SEAL

Resolution Bill No. 2026-14

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

**CHILDREN'S ADVOCACY CENTER (CAC) MULTIDISCIPLINARY (MDT)
PROTOCOLS AND INTERAGENCY MEMORANDUM OF UNDERSTANDING (MOU)
Children's Center of Southwest Missouri**

MISSION

Utilizing best practices which are constantly evolving, the Multi-Disciplinary Team (MDT) approach strives to coordinate the efforts of all agencies involved to administer the most effective, efficient, child friendly, and trauma aware investigative practices available and intends to achieve proper adjudication, prosecution, treatment, and prevention of child abuse. The protocols shall adhere to the Child First doctrine which strives to heal and protect children and families from the devastating effects of trauma and chronic stress by fostering the development of strong, nurturing, caregiver-child relationships, promoting adult capacity, and connecting families with needed services.

All reasonable efforts will be made by each agency to coordinate each step of the investigative process with the other agencies involved in order to minimize the number of interviews and interviewers to which the child is subjected, thus reducing the potential trauma to the child.

NOTE: Other provisions to this protocol may be added as an attachment(s), in order to accommodate the National Children's Alliance (NCA) requirements, the differences between services offered by individual centers, as well as some local protocol differences. However, language pertaining to core MDT members' roles, parental consent guidelines for interviews and exams, storage and release of records, and general guidelines should be fairly consistent from center to center.

MULTI-DISCIPLINARY TEAM (MDT)

Purpose

The purpose of the MDT collaboration is to:

- Provide a clear framework for planning and conducting an investigation and subsequent service provision involving alleged child victims/witnesses of sexual abuse, physical abuse/neglect, or other violent crimes;
- Coordinate intervention so as to reduce potential trauma to children and families, while preserving and respecting the rights and obligations of each agency to pursue their respective mandates;
- Efficiently gather and share information in a timely manner;
- Broaden the knowledge base with which decisions are made by including information from many sources, and improve communication among agencies;
- Encourage understanding of MDT member roles and responsibilities and avoid conflicts within the MDT collaboration to improve efficiency, timeliness, and reliability of case intervention;
- Increase MDT members' requisite skills through training, coordination, and critical review of action taken;
- Develop policies, procedures and practices that are designed to reduce disparities in access to services and outcomes from services provided, including a community assessment every 3 years.
- Protect the important interests of children by following the Child First Doctrine, which states, "The child is our first priority; not the needs of the family; not the child's story; not the evidence; not the needs of the courts; not the needs of the police or child protection services. The child is our first priority."

Pursuant to 210.145, RSMo, "Multidisciplinary teams shall be used whenever conducting the investigation as determined by the [Children's] division in conjunction with local law enforcement. Multidisciplinary teams shall be used in providing protective or preventive social services, including the services of law enforcement, a liaison of the local public school, the juvenile officer, the juvenile court, and other agencies, both public and private."

Information Sharing

Agencies/organizations participating in the CAC as members of the MDT will share and receive pertinent case information in a timely manner, in adherence to relevant state laws, and in accordance with legal, ethical and professional requirements of the members of the MDT.

The CAC will ensure that other outside entities, beyond the scope of the MDT, will adhere to legal, ethical and professional requirements in accordance with a scope of time and duration set forth in a release of information.

Composition of Multi-Disciplinary Team

The following professionals/agencies formulate the core members of the MDT:

Child Advocacy Centers (CAC) facilitate the coordination of investigation and intervention services by bringing together professionals and agencies as an MDT to create a child-focused approach to child abuse and neglect cases, as well as provide access to various trainings - including formal orientation for new MDT members regarding CAC/MDT process, policies and procedures, and vicarious trauma. The services provided by the CAC are intended to be child friendly, better protect children, and enhance the ability of all MDT members to meet their statutory mandates in accordance with statute.

Missouri Children's Division provides protective services to children and their families in accordance with Chapters 207, 210, and 211 RSMo and other applicable law. The Children's Division conducts investigations to assess the child's safety and to provide rehabilitative services to children and their families as well as makes determinations of child abuse or neglect, and shall immediately notify the appropriate law enforcement agency of receipt of any hotline call report or contact regarding child abuse, neglect, or any other crime against a child according to policies and procedures established by the Children's Division.

Law Enforcement Agencies are established by law to protect the communities they serve through conscientious enforcement of the criminal laws. They are equipped to receive reports of criminal violations, to conduct investigations, and to identify and apprehend alleged offenders. They are also equipped to provide for the safety of victims and witnesses; collect, preserve, and present evidence to the appropriate authorities; and provide cooperation and assistance to other agencies. The appropriate law enforcement agency will investigate and determine whether or not a crime has been committed and present information to the proper authorities for prosecution.

SAFE-CARE (Sexual Assault Forensic Examination – Child Abuse Resource and Education) Providers are physicians, advanced practice nurses, or physician's assistants licensed in this state who have received specialized training and provide medical diagnosis and treatment to children suspected of being victims of abuse or neglect.

Prosecuting Attorney's Office prosecutes violations of the criminal law to pursue justice for all citizens. The prosecuting attorney assesses the legal aspects of child abuse/neglect investigative cases presented to them and determines on a case-by-case basis whether or not further pursuit of remedies available through the criminal justice system is warranted.

Juvenile Office has sole authority to receive a variety of referrals, including child abuse/neglect and juvenile delinquency cases. The focus of the Juvenile Office is on the safety and well-being of the child. Anyone alleged to have committed a law violation prior to the age of eighteen (18) is referred to the Juvenile Office. In such cases, the Juvenile Office endeavors to rehabilitate

the delinquent behavior, strengthen family functioning, and protect the community. The attorney representing the juvenile office files petitions with the court when the allegations and investigative findings warrant such action, take protective custody of children when deemed appropriate and necessary and properly adjudicate child abuse/neglect and delinquency allegations. Except as otherwise noted in 211.031 RSMo, the juvenile or family court shall have exclusive and original jurisdiction in child abuse and neglect, status and delinquency proceedings. Specifically in child abuse and neglect cases, the juvenile officer is granted the authority to conduct a preliminary inquiry and make an informal adjustment or file a petition upon receipt of a written referral alleging a child has been subjected to abuse or neglect or may be subjected to abuse or neglect. In addition, upon notification that a child has been taken into protective custody based on a reasonable belief that the child is in imminent danger of suffering serious physical injury or a threat to left as a result of abuse or neglect, the juvenile officer is authorized to initiate proceedings within the juvenile court.

Mental Health Professionals attend to the psychological and emotional needs of children who have experienced trauma in order to promote recovery. Mental health professionals, either employed by the CAC or through linkage agreements, utilize trauma focused assessments/evaluations and provide appropriate mental health counseling to children and their families.

Family/Victim Advocates provide direct support, education, and advocacy to victims and their families throughout the investigation and subsequent legal proceedings. The focus of the family advocate is to help reduce trauma for the child and non-offending family members. The family advocate encourages and supports participation and involvement in investigation, prosecution, treatment, and support services for alleged child victims and their non-offending caregivers.

Forensic Interviewers conduct interviews of alleged child abuse and neglect victims and/or child witnesses to a violent crime. The forensic interviewers are trained professionals who obtain statements from children, in a developmentally and culturally sensitive, unbiased, and fact-finding manner that will support accurate and fair decision making by the involved MDT in the criminal justice and child protection systems.

Benefits of the Multi-Disciplinary Team Response to Investigations¹

Child Advocacy Center:

- Specialized training in forensic interviewing resulting in neutral, fact-finding interviews of alleged victims.
- Forensic interviews are digitally recorded and available for use in the investigative and prosecution or other legal processes.

¹ National Children's Alliance Standards for Children's Advocacy Centers – 2023 Edition. (2021). *National Children's Alliance*. Retrieved from <https://www.nationalchildrensalliance.org/wp-content/uploads/2021/10/2023-RedBook-v5B-t-Final-Web.pdf>

- Forensic interviewers are available for testimony including expert witness testimony when appropriate.
- Neutral and child-friendly setting for alleged victim and their family for all services including advocacy and mental health services.

Children's Division:

- Effective information sharing places Children's Division staff in a better position to monitor child safety and parental support, provide assistance to parents, and provide recommendations regarding placement and visitation.

Law Enforcement:

- Suspects may be more likely to cooperate when confronted with evidence generated by a coordinated MDT approach.
- Support and advocacy functions are attended to by other MDT members, leaving law enforcement personnel more time to focus on other aspects of the investigation.
- Collaboration with Children's Division and other MDT members allows law enforcement to utilize MDT members' training and expertise in working on child protection issues, communicating with children and understanding family dynamics.

SAFE-CARE Network (Medical):

- History obtained during the coordinated interview provides medical personnel important information in making medical decisions.
- In turn, medical providers are available for consultation and for interpretation of medical findings and reports.

Prosecutors:

- Assist MDT in understanding matters of the law.
- Prosecutors hold offenders accountable and ensure community safety.

Juvenile Officers:

- Juvenile officers hold juvenile offenders accountable and ensure community safety.
- Effective information sharing assists the juvenile officer in assessing child safety and need for removal from parental/custodial home

Mental Health Providers:

- Mental health personnel provide the MDT with valuable information regarding the child's emotional state, treatment needs, and ability to participate in the criminal justice process.
- A mental health professional helps ensure that culturally relevant assessment, treatment, related services and case management are routinely offered and made available to children and families.

Victim Advocate:

- Victim advocates are available to provide children and families: crisis assessment and intervention, safety planning, referrals for additional services, active and ongoing support, information and case updates, and court advocacy in a timely fashion throughout the life of the case.
- Victim advocates allow the MDT to anticipate and respond to the specific needs of children and their families more effectively, lessen the stress of the court process, and increase access to resources needed by the child and family, including access to victims of crime funding.

Initiating the Multi-Disciplinary Team Response

Pursuant to 210.145, RSMo, when the Children's Division investigator receives a report which has been determined to meet the merits of an investigation, including but not limited to, sexual abuse, physical abuse, and/or neglect of a child under the age of eighteen (18), they shall *immediately* contact the appropriate law enforcement agency and provide a detailed description of the report received. In such cases, the Children's Division shall request the assistance of the law enforcement agency in all aspects of the investigation of the complaint. In some cases, law enforcement or other agencies and entities initiate the multi-disciplinary response by contacting the Missouri CA/N Hotline which triggers the above response. The appropriate law enforcement agency shall assist the Children's Division in the investigation in accordance with state statutes.

Co-Investigation

Once a case is reported and assigned, law enforcement and the Children's Division will collaborate regarding the investigatory first steps prior to meeting with the family. Once the two investigators have met, they will proceed to the location of the child. Law enforcement and the Children's Division will first assess the safety of the child in accordance with statutory and agency guidelines. Ensuring the safety of the child is the immediate concern.

In order to reduce the number of times a child is interviewed, Children's Division and law enforcement investigators should not conduct lengthy or comprehensive, investigative interviews with the alleged child victim and/or child witness when referring the child for a forensic interview.

Law enforcement and the Children's Division should make every effort to obtain as much information from parents, caretakers, or witnesses instead of the child when possible. Law enforcement and the Children's Division will obtain all relevant information (i.e. statement made by child) from the reporter(s) and adult witness(es) of the alleged incident. If the child disclosed abuse to a mandated reporter and there are no unmet safety concerns, there is no need for Children's Division and/or law enforcement to interview the child with respect to the facts of the incident. The investigator may directly contact the CAC to schedule the forensic interview.

The Children's Division and law enforcement will make every effort to avoid conducting a detailed interview regarding the allegations of child abuse/neglect with an alleged child abuse/neglect victim. It is understood that a cursory interview with the child by the Children's Division investigator or law enforcement officer may be necessary to make an initial assessment of the validity of the allegations, the child's ability to participate in a forensic interview based on developmental considerations, whether a referral to the CAC is appropriate and to obtain the necessary information to ensure the protection, health, and safety of the child, to determine appropriate placement for the child or to fulfill any of the Children's Division's and law enforcement's statutory mandates and responsibilities that could not otherwise be met if a cursory interview is not conducted.

Therefore, if additional/clarifying information or the safety of the child needs to be assessed by speaking directly to the child, a cursory interview, also called a minimal facts interview, will be conducted by an MDT member. The cursory interview will be neutral and objective. The cursory interview will be conducted to obtain specific facts limited to:

- Identification of the alleged perpetrator(s);
- The health and safety of the child. This includes, but is not limited to:
 - Whether the child has any immediate safety concerns;
 - Whether the child's immediate medical needs are being addressed;
 - Whether a safety plan is needed to meet the safety needs of the child;
 - Whether the child requires immediate medical and/or mental health care; and/or,
 - Determine if the child may need to be taken into protective custody and what are the appropriate placement resources for the child.
- Location of where the alleged abuse occurred; and
- Minimal facts regarding the allegation.

Once the above information is obtained, Children's Division and/or law enforcement should advise the child and the non-offending caregiver that the case will be referred to the CAC for a forensic interview as soon as possible. The Children's Division and/or law enforcement will provide the non-offending caregiver with an overview of forensic services.

When a law enforcement officer who has reasonable cause to believe that a child is in imminent danger of suffering serious physical harm or a threat to life as a result of abuse or neglect and such person has reasonable cause to believe the harm or threat to life may occur before a juvenile court could issue a temporary protective custody order or before a juvenile officer could take the child into protective custody, the law enforcement officer may take or retain protective custody of the child without the consent of the child's parents, guardian or others legally responsible for the child's care. Specific procedures and responsibilities of law enforcement as it relates to temporary protective custody are outlined in Section 210.125, RSMo.

***Please refer to Appendix A for further information for examples of cursory interview questions and guidelines for age-appropriate interview questions.*

MANDATED REPORTING

Section 210.115, RSMo requires certain individuals to make a report to the Children's Division's child abuse/neglect hotline, (1-800-392-3738), whenever there is reasonable cause to suspect that a child may be or has been subjected to abuse or neglect or observed to be in conditions or circumstances which would reasonably result in abuse or neglect. Mandated reporters, while obligated to report to the child abuse/neglect hotline, may also contact the juvenile officer or law enforcement agencies. Mandated reporters may also report child abuse and neglect online at: <http://dss.mo.gov/cd/can.htm>

In addition to mandated reporters, any other persons may report to the Children's Division child abuse/neglect hotline if such person has reasonable cause to suspect that a child has been or may be subjected to abuse or conditions or circumstances which would reasonably result in abuse or neglect.

Free online mandated reporter training is available at <http://protectmokids.com/> All MDT members are strongly encouraged to complete this training course.

ROLE OF THE CHILD ADVOCACY CENTER

The mission of the CAC model is to participate and assist in the coordination of the multi-disciplinary team (MDT) approach to investigating child abuse/neglect and seek justice for child victims of all forms of abuse and neglect, as well as children who have witnessed violence, and other special/identified victims.

The CAC will provide services as part of the MDT to assist law enforcement, the Children's Division, the prosecuting attorney, and the juvenile officer in the investigation of alleged child abuse/neglect. The services provided by the CAC are intended to be child friendly; better protect children; and enhance the ability of law enforcement, the Children's Division, the prosecuting attorney and the juvenile officer to meet their statutory mandates. These services may include, but are not limited to, forensic interviews of alleged child victims and/or child witnesses and Sexual Assault Forensic Exams (SAFE) and Child Physical Abuse Forensic Exams (CPAFE).

The CAC may offer additional services as deemed appropriate on a case-by-case basis and based upon the ability of the CAC to provide such services. These services may include, but are not limited to, victim advocate services, counseling services and other support services.

The CAC will provide a comfortable, child-friendly, neutral, inclusive, and culturally sensitive environment where children and adolescents can come to be interviewed regarding allegations of abuse. A well-maintained space will be both physically and emotionally safe and accessible for children and families. The CAC will be annually assessed (or more frequently as needed) to ensure safety and appropriateness. Additionally, to the extent possible, the CAC will provide a private space for team members and families to discuss sensitive case information.

The CAC may offer services directly or through linkage agreements with outside agencies.

The following safety information is pertinent for all CAC partners and families referred to the CAC to know:

- Alleged adult perpetrators are not allowed to be present at the CAC for any services provided to child victim/witness, including forensic interview, advocacy, mental health, and medical services. Should an alleged perpetrator come to the CAC they will be asked to immediately leave and law enforcement will be asked to assist if necessary. Exceptions can be made, if agreed upon by the MDT, as long as measures are in place to ensure the safety of all children present at the CAC.
- In cases where a child or adolescent who is alleged to have sexually abused another child needs any services, such as forensic interview, advocacy, mental health, and/or medical services, that child will be scheduled at a time when no other children are at the CAC. If that is not possible, staff will remain with the child or adolescent at all times to ensure the safety of the other children at the CAC.

Forensic Interviews

A forensic interview of a child is a developmentally sensitive and legally sound method of gathering factual information regarding allegations of abuse or exposure to violence. This interview is conducted by a competently trained, neutral professional utilizing research and practice-informed techniques as part of a larger investigative process.²

The CAC will provide a comfortable, child-friendly, neutral, and culturally sensitive environment where children and adolescents can come to be interviewed regarding allegations of abuse. The space will be both physically and emotionally safe and accessible for the children.

The CAC will be responsible for conducting forensic interviews of children that are neutral and fact finding in nature. These interviews will be conducted in a culturally competent manner by interviewers trained in a nationally recognized, research-based curriculum that includes child development, linguistics, and child abuse issues. Forensic interviewers will receive ongoing training annually, remain current on research in the area of forensic interviewing, and regularly participate in peer review.

Forensic interviewers will utilize both narrative and directive questions as deemed appropriate for each individual child, to enhance the child's free recall and minimize interviewer influence. Forensic interviewers are hired, trained, and provide service within the standards set forth in the National Children's Alliance Accreditation Standards. Continued training in the form of eight (8) contact hours every two years and participation in a structured forensic interviewer peer review process twice a year is also required.

Referring Cases

² Child Forensic Interviewing: Best Practices. (2015, September). *OJJDP Juvenile Justice Bulletin*. Retrieved from <https://www.ojjdp.gov/pubs/248749.pdf>

Children between the ages of 3 and up to 18 years of age should be referred to the CAC for a forensic interview or an extended forensic interview when there are allegations that the child was a victim of or a witness to the following:

Sexual Abuse: Child discloses sexual abuse by an adult or another child to a credible adult (disclosure to Children's Division/Law Enforcement is not required), or evidence indicating the child was a victim of sexual abuse or a statutory sexual offense. Referrals for a forensic interview should occur regardless of length of time between alleged abuse and child's disclosure. The forensic interview should be referred and conducted even if the child recants their statement after an initial report is made.

Physical Abuse: Child presents with physical injuries and/or makes a disclosure suggesting they were physically abused resulting in physical marks or injuries.

Child Witness of Abuse/Violent Crime: A child who may have witnessed abuse of another child or any violent crime and/or has information that may be needed to clarify circumstances for the investigators.

Children between the ages of 3 and up to 18 years of age may be referred to the CAC for a forensic interview or an extended forensic interview when there are allegations that the child was a victim of *neglect*, defined as child presenting with or making a disclosure suggesting they were neglected medically, educationally, or they have not received proper support for food, housing, clothing or other basic needs.

Forensic interview research indicates that children as young as 2 years and 9 months may have language and cognitive abilities necessary to participate in a forensic interview and as such may be referred for services as deemed appropriate by the local MDT.

The CAC will interview children in cases referred by law enforcement, Children's Division, Juvenile Office, or the Prosecutor in conjunction with a report made to the child abuse/neglect hotline or a crime reported to law enforcement.

In cases where a child has previously had a forensic interview at a CAC, but there is new information or another alleged incident, the Children's Division investigator or law enforcement should contact the CAC to discuss the specific circumstances. The need for another interview will be evaluated on a case by case basis, and may need to be staffed with the MDT.

The CAC may also accept requests on a case-by-case basis from the Children's Division, law enforcement, the prosecuting attorney or the juvenile officer to interview other individuals, including but not limited to:

- A child under the age of three (3) if deemed appropriate by the MDT;
- An adult with a developmental disability who would best be served through the use of interview techniques utilized by the CAC;
- Situations in which a child has recanted a previous disclosure;
- Concerns of a child being a victim of human trafficking;

- A child who has witnessed a non-violent crime;
- A child who is displaying developmentally inappropriate sexualized behavior for the purpose of determining whether they have been a victim of sexual abuse;
- Concerns of child chronic neglect.
- Concerns of a child being a victim of commercial sexual exploitation;
- Concerns of a child being a victim of or exposed to child sexual abuse material.

Other situations where a referral for a forensic interview to obtain a child's statement regarding safety concerns may be appropriate and should be handled by calling the CAC for discussion.

Referrals to the CAC for a forensic interview may also meet the following requirements:

- The child is protected and will not have contact with the alleged perpetrator from the time of referral until the forensic interview;
- If the incident has occurred within the past seventy-two (72) hours, emergency medical issues must be addressed prior to the interview.

Upon receiving a referral, the CAC will gather information from the team to determine if the child/family has any unique needs, requiring accommodation throughout the investigation process, based on diverse cultures, ethnicities, spiritual beliefs, physical abilities or language/communication barriers.

Prior to the forensic interview, the appropriate forensic interviewer will be selected based on criteria such as the individual needs of the child, and the experience, training, and availability of the interviewer.

Emergency Referrals

An emergency forensic interview may be necessary when it is in the child's best interest to be interviewed as soon as possible, but no longer than within seventy-two (72) hours of the referral. A referral for an emergency forensic interview may be made due to the following circumstances:

- An alleged perpetrator is being held on a twenty-four (24) hour hold by law enforcement;
- A child has witnessed a violent crime or is a victim of abuse that has just occurred;
- The child's safety cannot be assured;
- A child victim is living with a non-supportive caretaker when safety or pressure to recant is a primary concern;
- It is anticipated the child will have contact with the alleged perpetrator prior to the forensic interview.

Interview Process

Pre and Post Interview Meetings

All core MDT members involved in the investigation of the specific case should be present at the pre- and post- interview meetings. At a minimum, this should include the CAC staff person, the assigned CD investigator, the assigned law enforcement investigator, and may include others as necessary.

The MDT should meet prior to the scheduled forensic interview for a pre-interview meeting at the CAC. The meeting will be facilitated by the CAC staff person, usually forensic interviewer, and should occur outside of the presence of the child and the child's caregiver(s). The forensic interviewer should exercise caution when gathering information prior to the interview in order to remain unbiased. MDT members may share:

- Information regarding the alleged victim, including any factors that may impact the interview;
- Information regarding the alleged victim's family;
- Information regarding the alleged perpetrator(s);
- Details surrounding the current allegations(s) including details surrounding the outcry information; and
- Any current safety plan or concerns for the child's safety.

After the forensic interview the MDT should then participate in a debriefing meeting for the purpose of collaborative case planning. The MDT should, when appropriate, discuss the following:

- The need for immediate safety planning;
- New information disclosed by the child regarding:
 - Additional alleged perpetrator(s);
 - Additional alleged child abuse or neglect victim(s); and
 - Additional alleged witness(es);
- Any new information that would necessitate:
 - An additional child abuse/neglect hotline call;
 - Notification of law enforcement of an additional crime;
 - Identification of the MDT member who will take appropriate notification steps;
- Forensic interview requests regarding additional alleged child victim(s) and/or witness(es);
- Potential adult witness interviews;
- Alleged perpetrator interview;

- Plan for collecting corroborating evidence;
- Recommendations regarding a medical exam;
- Recommendations regarding follow-up medical treatment, if the child has had a previous medical exam;
- Case information shared by the non-offending caregiver with the family advocate;
- Appropriateness of specifying allegation details to the non-offending caregiver as provided by the child in the forensic interview;
- Appropriate mental health and other community referrals for the child and the non-offending caregiver; and
- Discuss what information will be released to the non-offending caregiver and who will communicate the information to the caregiver.

The MDT should meet with the child's caregiver after the post meeting. Each MDT member should provide information as to their individual agency's investigatory process.

Interview

All interviews (e.g. forensic interview, multi-session, or subsequent interviews) must follow a nationally recognized forensic interview model.

All forensic interviews are digitally recorded to provide an accurate record of the child's behavior and statements as well as to document interview techniques. The forensic interviewer will not discuss the allegations with the child outside of the interview room prior to the interview. The forensic interviewer will begin the recording prior to bringing the child into the interview room and will cease the recording after the interview has concluded and the child has left the interview room. The MDT can observe the interview live and will have a chance to contribute to the interview at a time designated by the CAC, according to their practice. If technology is used for the remote live observation of the forensic interview and/or tele-forensic interviewing, the CAC will determine the appropriate criteria for its use as well as a secure method of transmission. If appropriate, the purpose and process of the interview, including the presence of the observers and the recording equipment, will be explained to the child. The recording may not be altered. The forensic interviewer should be responsible for the operation of the recording equipment.

Interview aids used by the forensic interviewer, may include but are not limited to:

- Anatomical drawings (male/female, front/back view) to help clarify the names of different body parts;
- Anatomical dolls (male/female, culturally diverse, adult/child) may be used for clarification/demonstration after a disclosure has been made;
- Pre-selected puzzles, picture cards, and/or shape stackers;
- Paper, markers, and crayons may be used for free drawing or for drawing pictures to assist the child in articulating the disclosure;

- The introduction of evidence such as pictures, text messages, or other evidence supplied by law enforcement, when appropriate and the interviewer has received additional training in presenting evidence.

The forensic interviewer will conclude an interview if the child is unable to continue his/her participation in the interview process (e.g. child cannot be calmed and comforted during the interview). An MDT meeting will be held to determine an alternate course of action and resources available to the child and family.

If the child makes disclosures of suicidal ideation during the forensic interview, a staff member will assess the child. The staff member will notify the child's appropriate caregiver and assist in making the appropriate arrangements for the child.

Expanded Interview

An expanded format may be necessary to establish rapport with a child, assess developmental functioning and obtain behavioral information from the caregiver before culminating with fact-finding interview questions about the topic of concern. The slower pace of an expanded forensic interview process may be conducted when a child has made no disclosure of abuse but has behaviors or other indicators suggestive of abuse. The child must be protected and remain protected for the duration of the expanded interview. The investigatory MDT members must maintain an open investigation pending the outcome of the expanded interview.

The following criteria may be taken into consideration when evaluating the need for an expanded interview:

- The child is four (4) years old or younger;
- The child or an adult has special needs or circumstances (e.g. requires an interpreter, developmental delays, multiple perpetrators, human trafficking); and
- The child is either not in therapy or the treating mental health provider is consulted and confirms that suspension or limitation of therapy is both feasible and in the child's best interest in order to conduct the expanded interview process.
- The introduction of evidence such as pictures, text messages, and other evidence supplied by law enforcement, when appropriate.

Subsequent Interviews

While it is important to limit multiple interviews of children, there may be times when a subsequent interview regarding the original investigation may be necessary. The case-specific MDT should be consulted to determine if a subsequent interview should take place or if an alternate course of action and/or resources such as mental health and advocacy may best serve the needs of the child and family.

The following criteria may be taken into consideration when evaluating the need for a subsequent interview:

- The child did not previously make a disclosure, but has since disclosed or the child has expressed they would like to be re-interviewed because they are ready to make a disclosure;
- The child has since disclosed additional information, or new evidence has been discovered;
- The child has recanted a previous disclosure.

Recantation³

If the child recants, a case review or consultation should be scheduled with the members of the MDT assigned to the original investigation, including the child's therapist and prosecutor if assigned. The focus of the investigation should be shifted to determine the cause of the recantation. If the members of the MDT decide to re-interview the child, this should be after the investigation/interviews of collateral witnesses regarding the cause of the recantation. The purpose of a recantation interview should be:

- To document the circumstances of the recantation from the child's perspective;
- To provide possible evidence of victim/witness tampering;
- To explore false allegations/alternative explanations for original disclosure;
- NOT to challenge the child's current or original statements.

If it is determined that a recantation interview will take place:

- It should be conducted in the same manner, same location, and by the same interviewer;
- The original law enforcement and Children's Division investigators should be present to observe the interview and participate in pre and post interview discussion;
- The same advocate should be present to engage and support the non-offending caregiver.

Accommodations

For any child or non-offending caregiver who has specific needs, every attempt will be made to accommodate him/her. Members of the MDT will discuss the specific needs of the client to ensure that appropriate arrangements are made prior to the forensic interview.

The CAC will make accommodations for children and caretakers who are non-English speaking or use sign language. A trained interpreter will be present to assist in the interview and advocacy process. The CAC will not use a child, family, or acquaintance to interpret during the interview process. Whenever possible, separate interpreters should be utilized for the child and the caregiver. The interpreter must sign a confidentiality agreement which will be kept in the child's forensic case file. The interpreter should be orientated to the CAC process and their

³ Sites, J., & Southern Regional Children's Advocacy Center (2017). Considerations for the Multidisciplinary Team/Children's Advocacy Center Approach to Recantation: A Research-to-Practice Summary. Huntsville, AL: Southern Regional Children's Advocacy Center.

responsibilities during the forensic interview.

Record Keeping

The forensic interviews conducted at the CAC will be video recorded. The CAC will be responsible for maintaining the recording.

The CAC may compile written documentation of the interview. Copies should be provided to the Children's Division worker and/or law enforcement agency within seven (7) business days following the interview. This may include any drawings made during the interview. These reports will be shared with the SAFE-CARE provider when a child is scheduled to be seen for medical evaluation. The CAC will make every effort to complete the forensic interview and share the report/outcome of the interview with the MDT within 14 days from date of referral.

The CAC will keep recordings and client files indefinitely.

Case Tracking

The CAC will keep a record of all intakes received whether or not the child was seen. If the child is scheduled for an interview and/or exam, the intake will be placed in the child's chart. If the child is not seen, the reason that the child was not seen will be documented and stored for future reference if needed.

The CAC will compile data from each case including⁴:

- Demographic information about the child and family;
- Demographic information about the alleged perpetrator;
- Type(s) of abuse;
- Relationship of the alleged perpetrator to the child;
- MDT involvement with children and families and relevant outcomes;
- Criminal charges filed and case disposition;
- Child protection outcomes; and
- Status/follow-through of medical and mental health referrals.

Members of the MDT should facilitate the collection and sharing of the above information with the CAC. MDT partner agencies can access case-specific information and aggregate data upon request for quality assurance, quality improvement, funding, and research purposes. A designated MDT Coordinator, with a minimum of 8 hours of instruction, will facilitate the day-to-

⁴ National Children's Alliance Standards for Accredited Members. (2017). *National Children's Alliance*. Retrieved from <http://www.nationalchildrensalliance.org/wp-content/uploads/2015/06/NCA-Standards-for-Accredited-Members-2017.pdf>

day communication and information sharing of the MDT.

CAC staff will track survey feedback from clients and MDT members and input this information in the Outcome Measurement System (OMS) for quality assurance.

SEXUAL ASSAULT FORENSIC EXAMS (SAFE) AND CHILD ABUSE RESOURCE AND EDUCATION

The SAFE-CARE (Sexual Assault Forensic Examination-Child Abuse Resource and Education) Network is a network of medical providers who have received specialized training in the medical evaluation of child abuse and neglect. The Missouri Department of Health and Senior Services administers, and provides oversight of the SAFE-CARE Network. An approved SAFE-CARE provider must meet the following requirements:

- Physician (MD or DO), Advanced Practice Nurse, or Physician Assistant;
- Current Missouri license without restrictions;
- Successful completion of SAFE-CARE Network background screening;
- Successful completion of SAFE-CARE New Provider Training;
- Complete a minimum of six hours of update training per calendar year; and
- Actively participate in the SAFE-CARE Network peer review/mentorship program.

Sexual Assault Forensic Exams (SAFE exams) and/or Child Physical Abuse Forensic (CPAFE exams) are conducted by SAFE-CARE providers. These exams are conducted both in urgent and non-urgent circumstances as deemed necessary based upon information obtained by the Children's Division, law enforcement, the juvenile officer, medical providers, or the CAC staff on a case-by-case basis.

Note: CACs vary from site to site with regard to the provision of medical services. Some have on-site providers while others utilize providers within their SAFE-CARE Network region. Protocols specific to the utilization of a SAFE-CARE provider(s) should be attached. CACs will discuss the safety standard regarding alleged perpetrators not being present for any service provided to children with any linkage-agreement provider. If the alleged initiator is a juvenile, a safety protocol can be put in place that ensures the safety of any child they may be in contact with.

If a member of the MDT believes, based upon information gathered during any phase of the investigative process, that a child should undergo a SAFE and/or CPAFE exam, the victim or the victim's parent or guardian shall consent in writing to the examination. If the victim is a minor, then a representative from the requesting agency which is referring the victim for the exam, such as law enforcement or Children's Division, may sign for consent of the forensic exam if the minor communicates their assent.

When a child is capable of giving assent, then assent from the child must also occur for the evaluation to proceed. If the Children's Division and law enforcement officer have reasonable cause to believe that the parent and/or legal guardian's refusal to consent jeopardizes the child's safety, the Children's Division and law enforcement officer shall contact the juvenile officer and request the juvenile officer to seek an appropriate court order or, in appropriate cases, to take temporary protective custody of the child. A police officer, law enforcement official, or physician shall not take temporary protective custody of a child for the sole purpose of ensuring that a child undergoes a medical or SAFE/CPAFE exam when a parent and/or legal guardian has exercised his/her right and the rights of the child to refuse to consent to the exam. Temporary custody of a child, taken by a police officer, law enforcement official or a physician shall only be done in accordance with Section 210.125 RSMo.

When incidents of physical and/or sexual abuse have allegedly occurred within the last 72 hours, the child's disclosure indicates a strong likelihood of the presence of physical evidence or the child has current physical symptoms (such as pain) which may be related to physical or sexual abuse, all efforts should be made to obtain a SAFE and/or CPAFE exam as soon as possible according to the triage recommendations provided in the **SAFE-CARE Standard of Care to best address the child's physical health and safety needs and preserve any evidence that may be present.

When incidents of physical abuse and/or sexual abuse have allegedly occurred as isolated incidents in the distant past, chronic incidents over an extended period of time in the past, or an unknown time period, but not within the last 72 hours, a SAFE and/or CPAFE exam may be scheduled, at a later time, so long as the child's health and safety are not at risk.

Members of the MDT will work together to ensure that children receive the necessary medical services, evaluations, and treatment as determined by information obtained through the investigative process on a case by case and child by child basis. The CAC has a formal process for MDT members with investigative responsibility to receive verbal and/or written findings of the medical evaluation within a timely manner as agreed upon in the CAC protocols. A SAFE-CARE Provider may decline to perform an exam if he or she determines that an exam is not medically or forensically indicated. The local decision to decline an exam can be appealed to that region's SAFE-CARE Network Child Abuse Resource Centers by requesting a CPAFE case review or by scheduling a SAFE exam.

Pursuant to Section 210.146, RSMo, all investigations involving children under the age of four must include either an examination of the child or a review of the child's case file and any photographs by a SAFE-CARE provider. The Children's Division is responsible for completing these referrals, which are reviewed by SAFE-CARE providers in one of the three Child Abuse Resource Centers: Children's Mercy, SSM Cardinal Glennon Children's Medical Center, or St. Louis Children's Hospital. SAFE-CARE providers affiliated with a CAC, or within the CAC's community, may be utilized to carry out recommendations made by the SAFE-CARE doctor who reviewed the Children's Division referral. In cases involving sexual abuse in which the Children's Division and/or law enforcement investigator knows they will be making a referral for a SAFE exam, they

may by-pass the initial referral process to the Child Abuse Resource Centers and follow their local protocol for scheduling the SAFE exam.

SAFE/CPAFE exams and/or case reviews conducted by SAFE-CARE providers are available and accessible to all CAC clients regardless of ability to pay; exams and/or case reviews are paid for by the Missouri Department of Public Safety.

All SAFE-CARE providers are required by Section 334.950 RSMo to participate in mentorship or peer review. SAFE-CARE providers will be assigned a mentor by the SAFE-CARE Network. All new providers should have their first 100 cases reviewed. SAFE-CARE providers may demonstrate participation in mentorship or peer review by one of the following methods:

- Uploading cases to the SAFE-CARE Quality Improvement System (QIS) and reviewing them with the provider's mentor;
- Engaging in other mentoring or peer review practices mutually agreed upon by the provider and the mentor (secure email, phone calls, etc.).
- Other peer review processes that have been submitted to and approved by the SAFE-CARE program (e.g. internal peer review at a children's hospital).

The National Children's Alliance requires that "all findings deemed abnormal or diagnostic of trauma from sexual abuse have undergone expert review by an advanced medical consultant." SAFE-CARE Network mentoring guidelines shall continue to, at a minimum, meet the NCA standard for review of abnormal findings. In addition, medical providers provide workshops or in-service trainings for MDT members on the purpose and nature of a medical evaluation to assist them in educating clients and/or caregivers.

***Please refer to Appendix B for further regarding protocols for SAFE/CPAFE exams*

ROLE OF THE CHILDREN'S DIVISION

The Children's Division receives reports of suspected child abuse and/or neglect according to the policies and procedures of the Children's Division and in accordance with Sections 210.109 to 210.183 RSMo.

The Children's Division shall promptly contact the appropriate law enforcement agency upon receipt of a report which merits an investigation and provide such law enforcement agency with a detailed description of the report received. The Children's Division shall request the co-investigation of the law enforcement agency in all aspects of the investigation as required by Section 210.145 RSMo. Upon receipt of a request for co-investigation the law enforcement agency shall either assist the Children's Division in the investigation or provide, within twenty-four hours, an explanation in writing detailing the reasons why it is unable to assist as required by Section 210.145.5 RSMo.

The Children's Division investigator should clearly articulate to law enforcement whether a co-investigation or an assist for safety is being requested.

The Children's Division will respond to emergency cases immediately, whenever practical or possible. Children's Division will respond to emergency cases within the 3-hour timeframe set by law and Children's Division policy and practice. The Children's Division will respond to non-emergency cases within the 24 or 72 hour timeframe set by law and Children's Division policy and practice or sooner when practical or possible.

The Children's Division will make every effort reasonably possible to coordinate all interviewing aspects of an investigation being co-investigated with law enforcement. This includes interviews with the child, any witnesses, the alleged perpetrator(s) and others who may need to be interviewed in the course of the investigation. Whenever possible, the Children's Division and law enforcement should make initial contacts on investigations together. This coordinated effort will strive to obtain accurate, truthful information so as to protect the best interests of the child, the families involved and to achieve fair and impartial justice for all individuals impacted by the investigation. This also allows the investigators to hear the same information, better evaluate safety, and make investigatory plans.

The Children's Division will make every effort to avoid conducting a detailed interview regarding the allegations of child abuse/neglect investigation with an alleged child abuse/neglect victim whenever possible. However, it is understood that a cursory interview with the child by the Children's Division investigator or law enforcement officer may be necessary to make an initial assessment of the validity of the allegations, the child's ability to participate in a forensic interview based on developmental considerations, whether a referral to the CAC is appropriate, to obtain the necessary information to ensure the protection, health and safety of the child, to determine appropriate placement for the child, or to fulfill any of the Children's Division's statutory mandates and responsibilities that could not otherwise be met if a cursory interview is not conducted.

In cases involving allegations of criminal conduct the Children's Division will coordinate the investigative response with the law enforcement agency co-investigating the case in a manner which allows the law enforcement agency to take the investigative lead whenever possible.

The Children's Division will make every effort to contact law enforcement prior to contacting and/or interviewing the alleged perpetrator in its effort to coordinate the co-investigation and ensure the safety of the Children's Division worker. However, it is understood that the Children's Division has statutorily mandated time frames in which to complete the Children's Division investigation. Because these time frames do not apply to law enforcement's criminal investigation, it is understood that on occasion the Children's Division must contact the alleged perpetrator and move forward with taking whatever steps are necessary to complete the Children's Division's investigation despite the wishes of law enforcement. The Children's Division will make every effort to minimize these occurrences whenever possible.

When the alleged perpetrator is in police custody, the Children's Division should request law enforcement Mirandize the alleged perpetrator prior to conducting an interview regarding the allegations. Examples of 'in custody' include an alleged perpetrator who has been arrested, detained as a suspect, or currently in jail.

Children's Division and law enforcement investigative requirements may come into conflict. Children's Division shall keep law enforcement informed of the status of its investigation and attempt to conduct its investigation in a manner that does not interfere with the criminal investigative process whenever possible.

The Children's Division expects the assigned investigator, or in their absence their supervisor, to attend the forensic interview, including the pre- and post- meetings. If this is not possible, the Children's Division investigator must make arrangements to view the recorded interview prior to concluding the investigation.

The Children's Division will make referrals to a SAFE-CARE provider for all children under the age of four who are identified as victims in all investigations, and make a referral to the Juvenile Court when there is a diagnosis of physical abuse for a child less than 4 years of age, according to the policies and procedures of the Children's Division and as prescribed by Section 210.146 RSMo.

The Children's Division may refer Alleged Child Initiators (ACI) on Juvenile Assessments to the CAC if they have disclosed being a victim of child abuse or neglect. The Children's Division may also refer victims of ACI children on a case-by-case basis in consultation with the CAC.

The Children's Division will participate in regularly scheduled case review meetings. The Children's Division should come to case review prepared to discuss investigations on the case review listing. It is best practice for the assigned investigator to attend case review.

Alleged perpetrators are prohibited from being on CAC premises when child victims are or may be present. If both an ACI and the victim are scheduled for forensic interviews or other CAC services, the MDT will assist in facilitating the protocol outlined above in the "Role of the Child Advocacy Center" that prohibits ACI children and their victim or other victims from being on CAC premises together.

ROLE OF LAW ENFORCEMENT

Law enforcement will investigate all cases of alleged child abuse/neglect as mandated by law.

Upon receipt of a request for co-investigation of child abuse and neglect from the Children's Division, the law enforcement agency shall either co-investigate with the Children's Division in the investigation or provide, within twenty-four hours, an explanation in writing detailing the reasons why it is unable to assist as required by Section 210.145, RSMo.

If law enforcement is the first to respond to allegations of child abuse and/or neglect, law enforcement will notify the Children's Division of the alleged abuse by calling the child abuse/neglect hotline immediately.

Law enforcement will accompany the Children's Division investigator to the location of the child when requested by the Children's Division to co-investigate. The law enforcement officer and the Children's Division investigator should confer prior to meeting with the family for a pre-interview investigative meeting whenever possible.

Uniformed law enforcement officers and detectives should avoid conducting interviews with child victims except in emergency situations when an immediate referral to the CAC is not possible. Law enforcement should make every effort to obtain as much information from parents, caretakers, or witnesses instead of the child whenever possible. However, a cursory interview with the child by the law enforcement officer and/or the Children's Division investigator may be necessary to make an initial assessment of the validity of the allegations, the child's ability to participate in a forensic interview based on developmental considerations, whether a referral to the CAC is appropriate or to obtain information necessary to ensure protection of the life, health and safety of the child, or whether there are grounds for law enforcement to take protective custody of the child pursuant to Section 210.125, RSMo.

When a law enforcement officer who has reasonable cause to believe that a child is in imminent danger of suffering serious physical harm or a threat to life as a result of abuse or neglect and such person has reasonable cause to believe the harm or threat to life may occur before a juvenile court could issue a temporary protective custody order or before a juvenile officer could take the child into protective custody, the law enforcement officer may take or retain temporary protective custody of the child without the consent of the child's parents, guardian or others legally responsible for his care. Specific procedures and responsibilities of law enforcement as it relates to temporary protective custody are outlined in Section 210.125 RSMo.

Law enforcement will interview or interrogate the alleged perpetrator as soon as the investigation warrants. Law enforcement will make every effort to notify the Children's Division investigator prior to interviewing or interrogating the alleged perpetrator of the time and date of the planned interview or interrogation, whenever possible. When law enforcement has been unable to notify the Children's Division of the date and time of the interview or interrogation the law enforcement officer will notify the Children's Division following the interview or interrogation.

The assigned law enforcement officer will make every effort to attend the forensic interview, including the pre- and post- meetings. If this is not possible, the assigned law enforcement officer must make arrangements to view the recorded interview prior to concluding the investigation.

Law enforcement will refer the case to the prosecuting attorney and/or the juvenile officer as soon as the investigation warrants. Law enforcement will notify the Children's Division when an arrest is made and, if a juvenile suspect is involved, a referral shall be made to the juvenile officer. Law enforcement will also notify the Children's Division in writing when the investigation is closed or becomes inactive as defined in Section 610.100, RSMo.

Law enforcement will participate in regularly scheduled case review meetings. Law enforcement should come to case review prepared to discuss investigations on the case review listing. It is best practice for the assigned investigator to attend case review.

Law enforcement will assist in facilitating the protocol that prohibits alleged perpetrators CAC premises.

ROLE OF THE PROSECUTING ATTORNEY⁵

The prosecuting attorney will review and consider for criminal prosecution cases of alleged child abuse/neglect referred to the office by law enforcement and/or the Children's Division.

The prosecuting attorney will be available or have an attorney available 24 hours a day, seven days per week to consider cases referred to the office which may require immediate prosecutorial action for the protection of the child and/or other members of the community.

The prosecuting attorney will make every effort to make decisions for filing charges for a criminal prosecution in a reasonable time frame for the purpose of aiding law enforcement, the juvenile officer, and the Children's Division in assessing how to proceed with making other child and community protection decisions whenever possible.

Prosecutors should work to "know their number" by tracking the length of time it takes for the disposition of their cases from referral. Prosecutors should seek to reduce the amount of time necessary to move these cases to disposition.

Cases involving special victims should be prioritized in the criminal justice system. Time, delays, and continuances only erode the State's case; reduce the risk of unjustified charges and incarceration while increasing the risk for trauma on the victim. Modern technology allows prosecutors the ability to track the time it takes for a matter to enter and proceed through the criminal justice system. Prosecutors should know this number and seek to shorten this time span.

The prosecuting attorney will promptly notify the Children's Division, juvenile officer and the CAC of any criminal charges filed; when an indictment is returned and/or an information is filed, the incarceration status of the alleged perpetrator; the disposition of any criminal charges and any bond conditions set as a result of a child abuse/neglect case submitted to the prosecuting attorney.

Prosecutors should decide whether to file, not file, or return for further investigation a case as soon as possible but within three business days of receiving a complete, comprehensive child abuse referral which includes a completed interview of the child and any information that undermines or corroborates the child's statement.

The prosecuting attorney will provide investigative assistance to law enforcement whenever possible by offering the assistance of an investigator from the prosecuting attorney's office if available or by reviewing the case presented and providing guidance on what other information or evidence may need to be gathered before a criminal case could further be pursued.

The prosecuting attorney will either provide or arrange for victim advocate services to the alleged child abuse victim throughout the court process to ensure the continuity of services following the

⁵ Adapted from Missouri Association of Prosecuting Attorneys. (October 2015). Special Victims Best Practices Subcommittee: Initial General Recommendations. Retrieved from <https://www.prosecutors.mo.gov/files/Best%20Practices%20Recommendations/Special%20Victims%20Combined%20Approved%20Recommendations%20for%20Posting%204.17.pdf>

investigative phase. The prosecuting attorney's office will ensure all their victim advocates are appropriately trained to provide such services.

The prosecuting attorney or his/her assistant will participate in regularly scheduled case review meetings whenever possible.

Upon request by the Children's Division the prosecuting attorney will provide a copy of the indictment, information, criminal complaint, judgment, sentence or other disposition of criminal charges to the extent authorized by law.

ROLE OF THE JUVENILE OFFICER

ROLE OF THE JUVENILE OFFICER IN CHILD WELFARE INVESTIGATIONS (Missouri Juvenile Officer Performance Standards Rule 4.2): The juvenile officer shall not serve as the primary investigator of child abuse and neglect.

The juvenile officer must be cognizant of the limited role of the juvenile officer in child abuse and neglect investigations. The juvenile officer is the petitioner and must avoid any potential conflicts or an overreach of his or her authority. The Missouri Children's Division and appropriate law enforcement agency are to lead the investigative process. The juvenile officer shall adhere to the following limitations:

- 1) the juvenile officer shall not conduct investigations in response to reports of child abuse or neglect made to the Children's Division;
- 2) the juvenile officer may conduct investigations as specifically ordered by the court consistent with statutory provisions allowing the same; and
- 3) The juvenile officer may seek additional information or evidence as needed subsequent to the receipt of a referral in reference to child abuse or neglect and upon the placement of a child in protective custody if the jurisdiction of the court has attached.

The juvenile officer is not precluded from cooperating in child abuse and neglect investigations by this standard and shall ensure an appropriate report has been made to the Missouri Children's Division regarding any circumstance reported directly to the juvenile officer. The juvenile officer shall immediately report or cause a report to be made in any such circumstance.

The juvenile officer may also provide assistance with the multi-disciplinary team investigative process by using his or her statutory authority to file petitions in juvenile court when the allegations and investigative findings warrant such action, taking protective custody when deemed appropriate and necessary, and properly adjudicating child abuse and neglect as well as delinquency or status offense allegations.

The juvenile officer may also provide assistance with the multi-disciplinary team investigative process by participating in regularly scheduled case review and collaborative meetings whenever possible.

INITIAL REFERRAL REVIEW AND DETERMINATION (*Missouri Juvenile Officer Performance Standards Rule 4.1*):

- A. Upon receipt the juvenile officer shall date stamp any referral received in the juvenile office.

- B. The juvenile officer shall require all referrals to be in writing and signed by the person making the referral to the juvenile officer whenever practicable.
- C. The juvenile officer shall make an initial and prompt determination regarding the sufficiency of the referral and determine whether: 1) the jurisdictional elements are established in the referral; 2) the referral contains a clear statement of the act alleged; 3) there is sufficient evidence to support action by the juvenile officer; and 4) the information supports the need for action by the juvenile officer.
- D. The juvenile officer shall make a written request of the referring party for additional investigation or information necessary to determine the sufficiency of the allegations in the referral and include a reasonable period for response by the referring party or person.
- E. The juvenile officer shall provide, in writing, to the referring party or person the reason the referral is not sufficient to establish jurisdiction or warrant action by the juvenile office.
- F. The juvenile officer shall close a case as soon as practicable upon a determination that the referral is not legally sufficient or no action is required by the juvenile officer.
- G. In allegations of child abuse and neglect the juvenile officer shall require or cause a report to be made to the Missouri Children's Division if a report was not previously made to the child abuse and neglect hotline.
- H. The juvenile officer shall consult with the referring party, upon request, regarding any referral rejected by the juvenile officer and review additional information or information provided during that consultation.

The decision point for the juvenile officer at the time of receipt of a referral is especially critical in matters of child abuse and neglect. The juvenile officer must make a timely and informed decision based on the sufficiency of the referral and the evidence as well as an appropriate decision as to whether or not action should be taken and if so, what action that should be initiated in the interest of the child subject to the referral. Each decision must be made in the context of the duty of the juvenile officer to balance action that "will conduce to the child's welfare and the best interests of the state."

The juvenile officer must also be responsive to the reporting agency. The juvenile officer should remain mindful that no action is an "action" from the perspective of the reporting agency. Additionally, failure to act may place the child at risk of additional harm, so the initial review is critical. The juvenile officer must not act when there is not a legally sufficient referral or fail to act in the interests of the child when there is a basis for action and must ensure either course happens in a timely manner, as delays fail to serve the interests of all involved.

REQUESTS FOR PROTECTIVE CUSTODY (*Missouri Juvenile Officer Performance Standards Rule 4.5*):

- A. The juvenile officer shall review and respond to the referring agency or person within three hours of receipt of a referral for protective custody.
- B. The juvenile officer shall provide an immediate written response to the agency or person requesting protective custody if the juvenile officer does not believe the request for protective custody is sufficient and the juvenile officer will not proceed with an authorization for protective custody.
- C. Before making a determination as to the appropriate course of action, the juvenile officer should consider the legal sufficiency of the referral and the credibility of the evidence.
- D. The juvenile officer shall provide a written response to the referring agency or person as soon as practicable if the review of the referral leads to a determination that the information is not

legally sufficient for the juvenile officer to intervene. The written response shall include the basis for the decision by the juvenile officer.

- E. The juvenile officer shall not authorize protective custody of any child absent a written request from the requesting agency or person unless the juvenile officer believes the child is at risk of immediate harm or threat to life based on his or her direct observation and knowledge as to the alleged child abuse or neglect.

Each element and aspect of the protective custody process must be facilitated in a timely and legally sufficient manner. The juvenile officer must be concerned with the immediate protection of the child and the rights of the parents. The juvenile officer must make a concerted effort to maintain clear lines of communication with the investigative agency or referral source to ensure the appropriate and lawful outcome for the child. The juvenile officer should always provide written responses to requests for protective custody inclusive of the reason for the decision of the juvenile officer in circumstances where the request was not granted.

ROLE OF THE MENTAL HEALTH PROVIDER

Mental health services are separate from the forensic interview process.

Children and caretakers shall receive referrals to a mental health provider who specialize in evidence based trauma focused treatment. The mental health provider must have completed 40 contact hour CEUs in accordance with the provider's mental health related license requirements. CEUs must be from a specific evidence-based treatment for trauma training and clinical supervision hours by a licensed clinical supervisor in order to provide mental health services to CAC clients.

Mental health providers must fall under one of these 3 categories:

- Master's degree/licensed/certified in a related mental health field.
- Master's degree in a related mental health field and working toward licensure; supervised by a licensed mental health professional.
- Student intern in an accredited mental health related graduate program, when supervised by a licensed/certified mental health professional. Both the student intern and supervising licensed mental health professional must meet the indicated 40-hour training requirements. Students who are currently enrolled in a training to deliver an EBT may provide services to children as a part of their EBT training

Mental health providers serving children referred by the CAC will demonstrate completion of continued education, at a minimum of 8 contact hours every two years, in the treatment of child abuse victims or children who have witnessed violence, counseling techniques, evidence-based, and/or trauma focused treatment methods. Mental health professionals must participate in ongoing clinical supervision/consultation.

Mental health providers offer mental health services to all CAC clients, regardless of their ability to pay for those services, by accepting private insurance, Medicaid and crime victim's compensation and offering free or sliding scale services.

Mental health providers will work as part of the MDT and share information with team members as allowed under the Health Insurance Portability and Accountability Act (HIPAA).

A mental health representative will participate in case review meetings. Mental health providers will come to case review prepared to discuss progress, or any barriers to progress.

Mental health providers will request that a legal custodian sign a release of information in order to share personal health information as necessary with investigative team members.

Mental health providers recognize the importance of accurate documentation to assist in the investigation/prosecution of cases of alleged child abuse.

Mental health providers will share relevant information with the MDT while protecting the clients' rights to confidentiality.

Mental health providers will serve as a clinical consultant to the MDT on issues relevant to child trauma and evidence-based treatment.

Mental health providers will support the MDT in the monitoring of treatment progress and outcomes.

CACs will discuss the safety standard regarding alleged perpetrators not being present for any service provided to children with any linkage-agreement provider. If the alleged initiator is a juvenile, a safety protocol can be put in place that ensures the safety of any child they may be in contact with.

NOTE: Mental health providers' case management process will be determined by the individual centers depending on their provider(s) and/or linkage agreements and center's protocol.

ROLE OF THE FAMILY ADVOCATE

The role of the CAC family advocate is to help eliminate any barrier the family may be experiencing to get any help the child may need.

Children and caregivers shall receive comprehensive, coordinated victim support and advocacy services that are provided by designated individual(s) who have specialized training. The CAC family advocate must have completed 24 contact hours of instruction, including, but not limited to:

- Dynamics of child abuse;

- Trauma-informed services;
- Crisis assessment and intervention;
- Risk assessment and safety planning.

Individuals who provide victim advocacy services for the CAC must demonstrate participation in ongoing education in the field of victim advocacy and child maltreatment consisting of a minimum of 8 contact hours every two years.

The CAC will assign a family advocate to each child and their caregiver. The family advocate provides the following services⁶:

- Crisis assessment and intervention, risk assessment, safety planning, and support for children and family members at all stages of involvement with the CAC;
- Assessment of individual needs, cultural considerations for the child and family and help to ensure those needs are being addressed in concert with the MDT and other service providers;
- Presence at the CAC during the forensic interview in order to participate in information sharing with other MDT members; inform and support family regarding the coordinated, multidisciplinary response; and assess needs of child and non-offending caregiver;
- Provision of education and assistance in ensuring access to victims' rights and crime victims' compensation;
- Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, etc.);
- Provision of referrals for trauma-focused evidence-supported mental health and specialized medical treatment, if not provided at the CAC;
- Facilitating access to transportation to interviews, court, treatment, and other case-related meetings.
- Engagement with the child and family to help them understand the investigation/prosecution process and help ensure understanding of crime victims' rights.
- Participation in the case review to communicate and discuss the unique needs of the child and family and associated services planning, and help ensure the coordination of identified services, and ensure the child and family's concerns are heard and addressed;
- Provision of case status updates to the family including investigation, court dates, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody);

⁶ National Children's Alliance Standards for Children's Advocacy Centers – 2023 Edition. (2021). *National Children's Alliance*. Retrieved from <https://www.nationalchildrensalliance.org/wp-content/uploads/2021/10/2023-RedBook-v5B-t-Final-Web.pdf>

- Provision of court education and support, including court orientation and accompaniment;
- Coordinated case management meetings with all individuals providing victim advocacy services.

Victims of crime have specific rights that are outlined within the Crime Victim's Rights booklet produced by the Missouri Attorney General's Office. This booklet should be provided to the non-offending caregiver at the time the child is present for the forensic interview when applicable. The non-offending caregiver should also be provided information regarding the Missouri Crime Victim's Compensation Program, which includes an application for potential financial compensation.

In the event a court-based victim advocate, or any other victim advocate, is assigned to work with the family, the CAC family advocate will coordinate a consistent and comprehensive network of support to avoid duplication of services. The CAC family advocate will share case information, when appropriate, to ensure continuity and consistency within each case. CAC advocacy may be deferred to other local advocacy services when appropriate.

***Please refer to Appendix C for further information regarding instruction topics for family advocates.*

CONFLICT OF INTEREST

MDT members should decide whether there exists a conflict of interest involving a case as quickly as possible. Delays due to conflicts of interest increase trauma to the victims and weakens the ability to pursue justice. Where possible, when a conflict of interest exists, a new representative from that agency should be requested as soon as possible, and no longer than three business days after determining a conflict may exist. Those representatives will only participate in matters dealing with the case in which the conflict arose.

All MDT members must follow their individual agency's policies and protocols regarding conflicts of interest.

CASE REVIEW

All team members should be respectful, non-judgmental, and address disagreements in a professional manner always keeping the focus on the well-being of the child.

Case Review: Case review is the formal process that enables the MDT to monitor and assess its independent and collective effectiveness so as to ensure the safety and well-being of children and families. Case reviews will be held monthly for the CAC's primary service county(s). The location of case review meetings, whether physical or virtual, are determined in advance by the case review team representatives. Representatives from the following agencies are expected to attend case reviews:

- Child Advocacy Center

- Medical Professional
- Law Enforcement
- Children's Division
- Prosecutor's Office
- Juvenile Office
- Mental Health
- Family Advocate

Case Review Process: The agenda for case review team meetings would commonly include, but not be limited to, the following⁷;

- Review interview outcomes;
- Discussion, planning, and monitoring the progress of the investigation;
- Review medical evaluations findings;
- Discuss child protection and other safety issues;
- Provide input for prosecution and sentencing decisions;
- Discuss emotional support, treatment needs, and expressed concerns of the child and family members as well as strategies for addressing and meeting those needs and concerns;
- Assessment of the family's reactions and response to the child's disclosure and involvement in the criminal justice and/or child protection systems;
- Review criminal and civil case updates and ongoing involvement with the child and family, as well as disposition;
- Make provisions for court education and court support and accompaniment;
- Discussion of issues of cultural relevance and needs unique to individual children and families, including issues pertaining to access to services;
- Ensure that all children and families are afforded the legal rights and comprehensive services to which they are entitled;
- Discussion of how the CAC and MDT intervention is impacting the child and their family, including positive changes and challenges.
- Child well-being and outcomes, as available.
- Determine procedure for follow up recommendations including the agency or MDT

⁷ National Children's Alliance Standards for Children's Advocacy Centers – 2023 Edition. (2021). *National Children's Alliance*. Retrieved from <https://www.nationalchildrensalliance.org/wp-content/uploads/2021/10/2023-RedBook-v5B-t-Final-Web.pdf>

member designated to initiate and/or complete the follow up actions;

- Training and professional development material for MDT members. These trainings may include the discussion of new research, education about community resources, or updates and reminders on member roles and responsibilities.

Designated individuals from the MDT will coordinate and facilitate the case review, day to day team communication, and MDT orientations. These designated roles may be fulfilled by the same person or multiple persons.

In order to better coordinate services and intervention, consistent case reviews are necessary. All cases served at the CAC are eligible to be added to the list for review. Each MDT community should determine their process for case selection that best fits the need of the community. That list is made available to MDT members in advance of the meeting. Any cases that have special concern of an investigative member should be reviewed by the MDT as soon as possible. MDT members wishing to schedule a case for review or have a case included on the case review list should communicate that need with the identified CAC. The CAC or a designated MDT member will coordinate the case review.

The investigative team members presenting cases at case review should come to the meeting prepared to present the information gathered. If the team member is not available, they will send a representative in their place and ensure that the representative has the updated case information. It is the policy of all agencies involved with this protocol that their staff designees will attend scheduled case reviews to present their cases. Supervisors of the agencies covered by this agreement will attend as needed or as schedules allow. Members of the MDT may schedule additional meetings as needed. A designated individual documents information shared during the case review and communicates to the team any recommendations in a follow-up process designated by the CAC.

Investigative Collaborative Meetings (Case Specific Meetings): Any MDT member may request an Investigative Collaborative Meeting for cases that they feel need to be reviewed prior to the next scheduled case review. Special circumstances that may necessitate an Investigative Collaborative Meeting include, but are not limited to the following:

- Child recantation;
- Safety concerns;
- Complex cases;
- Differing perspectives amongst MDT members;
- Difficulty identifying, determining, or locating the alleged perpetrator;
- New or additional disclosures of abuse or neglect; or
- Any other concerns an MDT member has about the case they wish to discuss with the team.

Investigative Collaborative Meetings may be requested by contacting the CAC. The CAC will be responsible for coordinating the meeting and notifying the participants of the date, time and location of the meeting.

CONFIDENTIALITY

All information discussed during the forensic interview process, at case reviews, or investigative collaborative meetings is confidential and will not be shared with any person or agency outside of an ongoing investigation unless otherwise authorized by law.

Each participant in forensic interviews, case reviews, or investigative collaborative meetings shall sign a document agreeing to the confidentiality of the information, conversations held, reports, and documents shared and reviewed at the CAC to the extent authorized by law. The CAC will maintain all signed confidentiality agreements.

When representatives from outside agencies, or interns, are invited to participate in case reviews or Investigative Collaborative Meetings, they will only be allowed to sit in on the specific case that they have information on. Representatives from outside agencies must also sign a confidentiality statement prior to the meeting. In some cases, they may only be allowed to attend to present their information and may not have access to information shared by the investigative agencies. This is due to the confidential nature of the investigative information that is shared.

No formal written documentation of any pre and post interview meeting, case review, or Investigative Collaborative Meetings will be maintained. Individual agency participants may keep written documentation of their agencies' participation in accordance with their agencies' policies and procedures. Factual information necessary to complete an investigation or further the safety and well-being of the child may be used outside the meeting. However, participants shall not include other written or verbal information shared by other agency participants at the collaborative meetings in their case documentation.

RECORD SHARING

Pursuant to Section 510.035, RSMo, any visual or aural recordings or photographs of a minor who is alleged to be the victim of an offense under Chapter 566 created by or in the possession of a child assessment center, health care provider, or multidisciplinary team member shall not be copied or distributed to any person or entity, unless required by Supreme Court Rule 25.03, Supreme Court Rule 123.08, or if a court orders such copying or distribution upon a showing of good cause after notice and a hearing and after considering the safety and privacy interests of any victim.

Viewing of the DVDs or audio recordings should only be done through the CAC. The viewing will be for lawful purposes only, maintaining chain of custody at all times. Only the following entities may access copies of the DVD or audio recording:

- MDT members as part of an investigation, as well as for the provision of protective or preventive social services for minors and their families. For purposes of access and record sharing under Section 510.035, RSMo, MDT members shall consist of representatives of law enforcement, the Children's Division, the prosecuting attorney, the CAC, the juvenile office, and the health care provider;
- Department of Social Services (DSS) employees and their legal counsel as part of the provision of child protection as described in Section 210.109, RSMo, as well as for use in administrative proceedings as established by DSS regulations or through the administrative hearing commission as provided under Section 621.075, RSMo;
- Department of Mental Health (DMH) employees and their legal counsel as part of an investigation conducted under Section 630.167, RSMo, as well as for use in administrative proceedings as established by DMH regulations or through the administrative hearing commission as provided under Section 621.075, RSMo;
- The Office of Child Advocate (OCA) as part of a review under Section 37.710, RSMo;
- The Child Abuse and Neglect Review Board (CANRB) as part of a review under Sections 210.152 and 210.153, RSMo; and
- The Attorney General (AG) as part of a legal proceeding.

Any other persons requesting a copy of the recorded interview may only do so by court order. If a court orders the copying or distribution of CAC recordings, the CAC should make all efforts to ensure that the order:

- Be limited solely to the use of the recordings or photographs for the purposes of a pending court proceeding or in preparation for a pending court proceeding;
- Prohibit further copying, reproduction, or distribution of the recordings or photographs; and
- Require, upon the final disposition of the case, the return of all copies to the health care provider, CAC, or MDT member that originally had possession of the recordings or photographs, or provide an affidavit to the health care provider, CAC, or MDT member that originally had possession of the recordings or photographs certifying that all copies have been destroyed.

The CAC will only release copies of the DVD or audio recordings to law enforcement if the CAC or law enforcement receives a request from the prosecuting attorney, the juvenile officer, or the Children's Division, unless the release of the recording is otherwise required by law. Law enforcement must follow chain of custody procedures. The CAC will document the release of the recordings to the law enforcement agency in the child's chart.

Prosecutors should understand the privacy rights and legal protections against invasive discovery available for the victim, including the non-offending caregiver family members, as defined by Section 595.200, RSMo.

Prosecutors should file a Motion for Protective Order for any recording created and distributed

to defense counsel of the child victim/witness.

**Please refer to Appendix D for a sample of this motion (Form 89-State's Motion for Protective Order RE: Videotape & Form 90-Order of Protection RE: Videotape).*

Generally, prosecutors should assess whether to file Rule 25.11 Protective Orders as it pertains to *all* discovery, including information provided by the forensic interviewers. Good cause for protective orders from invasive discovery or disclosure exists when there is risk of:

- Endangering the life or physical safety of a person;
- Intimidation of a potential witness;
- Flight from prosecution;
- Destruction or tampering with evidence;
- Economic reprisals;
- Seriously jeopardizing the investigation;
- Any other relevant considerations.

All agencies will share reports and information consistent with their policies and other legal constraints.

APPENDIX A

Guidelines for Age-Appropriate Interview Questions

Concrete	→							Abstract
Age	Who	What	1x/>1x	Where	Sequencing	Circumstances	Episodic Details	When
3								
4								
5-6								
7-9								
10+								

Key	
	Child <i>should</i> be able to answer these questions
	Child <i>might</i> be able to answer these questions
	Child will not be able to answer these questions; therefore, they should not be asked

Adapted from Massengale, J (2001). Bourg, W., et al. (1999). Graffam-Walker, A. (2013). Saywitz, K. (2002).

Cursory Interview Child Victim/Witness

What is your relationship with the child?

Where were you/child when disclosure was made?

What were the detailed circumstances of the disclosure?

What were the words used by the child (exact if recalled)?

What did you do with the information from the child?

Who else heard/knows of the disclosure?

What was the child's demeanor?

Adapted from The Child Center, Inc. Cursory Interview Pocket Card

Cursory Interview Child Victim/Witness

1. What happened?

2. Who did it? (Is _____ a grown-up or child?)

3. Where did it happen?

4. When was the last time it happened? (For children eight years and older)

5. Did you tell anybody else? If so, who?

Adapted from The Child Center, Inc. Cursory Interview Pocket Card

APPENDIX B

SAFE-CARE Standard of Medical-Forensic Care

SAFE-CARE providers may be asked to provide medical-forensic evaluations and/or case reviews of many different types of cases. SAFE-CARE training is designed to provide essential skills to equip medical providers to evaluate the majority of cases of alleged child maltreatment. However, SAFE-CARE training cannot reasonably prepare providers to evaluate highly complex cases, which require input from a Board Certified Child Abuse Pediatrician. This standard of care clarifies the types of cases for which SAFE-CARE training provides appropriate preparation to medical providers. Case types are classified as level 1 or 2, with level 1 being appropriate for a SAFE-CARE provider. Level 2 cases require evaluation by a Board Certified Child Abuse Pediatrician and/or direct mentoring* by a SAFE-CARE Resource Center. These case lists represent the majority of cases seen by SAFE-CARE providers, but are not all-encompassing. Specific cases that are not represented, below, should be directed to one of the SAFE-CARE Resource Centers. Ongoing mentoring and update training are necessary for SAFE-CARE providers to meet minimum training requirements. The SAFE-CARE Resource Centers and Missouri Network Against Child Abuse (formerly Missouri KidsFirst) do not endorse medical-forensic evaluations performed by a SAFE-CARE provider who is not actively participating in mentoring and ongoing update training, nor do they endorse providers who do not abide by the following standard of care:

Level 1 – These case types are appropriate for evaluation by a SAFE-CARE provider:

Physical Abuse/Neglect

- Bruising
- Single fractures
- Minor burns (not requiring admission to the hospital)
- Medical/physical/supervision neglect

Sexual Abuse

- Non-acute sexual abuse of a child
- Acute sexual abuse of a child

Level 2 – These types of cases require an in-person evaluation or complete case review by a Board Certified Child Abuse Pediatrician, and/or direct mentoring* by a SAFE-CARE Resource Center:

Physical Abuse/Neglect

- Child death
- Children requiring hospitalization due to the injuries
- Burns requiring hospitalization
- Multiple fractures
- Intracranial hemorrhage
- Intra-abdominal trauma

Multiple types of injuries in one child (e.g. Bruises and fractures, burns and bruises, etc.)
Child abuse in the medical setting (a.k.a. caregiver fabricated illness, Factitious Disorder
Imposed on Another (FDIA), medical child abuse)

Sexual Abuse

Sexually transmitted infections in children who were previously not consensually
sexually active

Positive findings of penetrative trauma on genital exam

** “Direct mentoring” is used to describe the process of a SAFE-CARE Resource Center reviewing the entirety of the case (medical and/or other records), including the documentation of the SAFE-CARE Provider, and then directly discussing the case with the SAFE-CARE Provider by verbal, written, or electronic means.*

SAFE-CARE Emergency Protocol Guidelines

A Medically-Based Screening Protocol for the Medical Response to Child Sexual Abuse/Assault

All children who are suspected victims of child sexual abuse should be offered a timely medical evaluation by a provider skilled in performing such evaluations. The primary purpose of the medical evaluation is to identify, document, diagnose, prevent, and treat medical conditions and/or trauma (resulting from abuse and unrelated to abuse), as well as to assess issues related to patient safety and wellbeing. An additional purpose of the medical evaluation is to determine the appropriateness of trace evidence collection and, if indicated, to ensure that biologic trace materials are properly collected and preserved.

The Missouri Sexual Assault Forensic Examination-Child Abuse Resource and Education (SAFE-CARE) Network is a network of medical providers who have received specialized training in the medical evaluation of child maltreatment. These SAFE-CARE providers can provide comprehensive, state-of-the-art medical evaluations to alleged child victims in a child-friendly setting and will frequently collaborate with local agencies responsible for child maltreatment investigations.

To find a SAFE-CARE Provider serving your community, call 800-TEL-LINK (800-835-5465). TEL-LINK is the Missouri Department of Health and Senior Services' toll-free information and referral line for maternal and child health care. TEL-LINK is answered weekdays from 8:00 a.m. to 5:00 p.m. Central Standard Time. Recorded messages are taken at other times; these calls will be returned during normal business hours.

A medically-based screening process can guide health providers and community partners in determining whether a child requires an immediate medical examination by an emergency health provider, mental health provider, or social worker. A child who does not require emergency services will be more effectively served by being offered a medical evaluation by a SAFE-CARE Network provider during regular clinic hours.

While most child victims of sexual abuse/assault do not require emergency medical evaluations, reasons for emergency medical examinations include, but are not limited to:

- The alleged assault may have resulted in the transfer of trace biological material *and* occurred within the previous 3 days (or other locally determined interval up to 7 days).
- The alleged assault may have placed the child at risk for pregnancy *and* occurred in the previous 5 days.
- The child complains of pain in the genital or anal area.
- There is evidence or complaint of anogenital bleeding or injury.

Reasons for emergency mental health or social interventions include, but are not limited to:

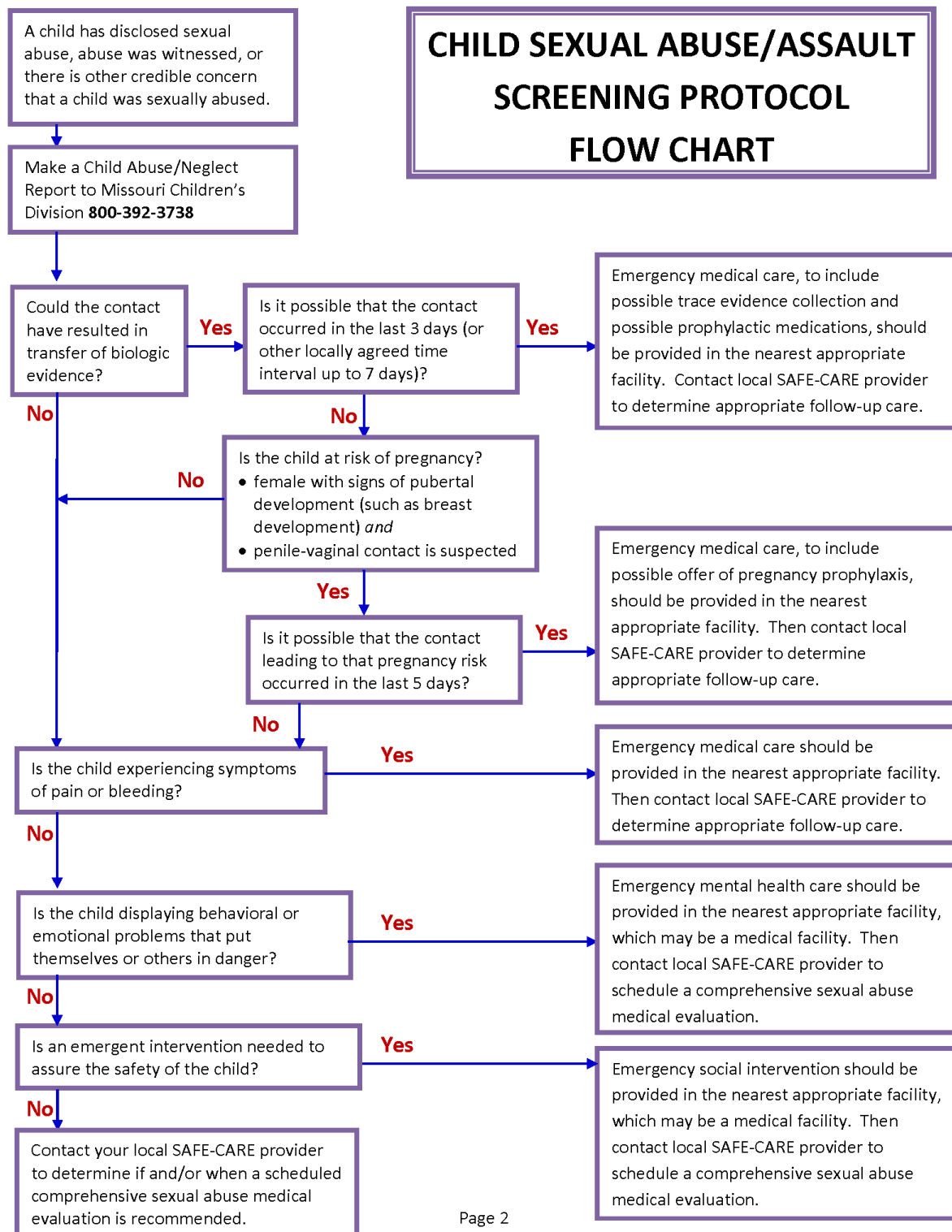
- Intervention is needed emergently to assure the safety of the child.
- The child is experiencing significant behavioral or emotional problems that could make the child a danger to themselves or others.

The Child Abuse Medical Resource Centers share responsibility of training, support, and mentoring of medical professionals working with child physical and sexual abuse issues. Medical providers in need of expert consultation or patient transport may call the 24-hour access lines maintained by these Resource Centers for assistance:

St. Louis Children's Hospital: Children's Direct Access Line 800-678-HELP (800-678-4357)

SSM Cardinal Glennon Children's Medical Center: Access Center 888-229-2424

Children's Mercy Hospital Kansas City: 800-GO-MERCY (800-466-3729)



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ADDITIONAL INFORMATION

A child has disclosed sexual abuse, abuse was witnessed, or there is other credible concern that a child was sexually abused.

Victims of child sexual abuse present for medical care in many different ways. Some children will tell someone they trust about the abuse. A child does not have to repeat the disclosure to a medical provider to be offered appropriate medical care. A provider must remember that children frequently do not disclose all aspects of the abuse immediately. Some children do not disclose sexual abuse but other credible evidence is obtained or found, such as a witness disclosure or photographs of abuse are found. Providers should use the best and most complete information available in determining the need for emergency medical services.

Frequently, a concerned adult will request a medical evaluation for sexual abuse because of non-specific indications (such as a behavior change) or a strong distrust of a specific person or people in the child's life. These medically-based screening guidelines will still apply for this patient population, but decisions to perform acute medical interventions should be based on more specific indications that an abusive event has occurred.

Make a Child Abuse/Neglect Report to Missouri Children's Division.

If a child has disclosed sexual abuse, sexual abuse was witnessed, or there is some other credible reason to believe that a child was sexually abused, then a mandated reporter must report the case to Missouri Children's Division as directed by Missouri Revised Statute 210.115. It is not the reporter's responsibility to prove that abuse has

occurred prior to making a report. In fact, delaying a mandated report to perform an independent investigation may result in criminal charges and civil liability.

The Children's Division Child Abuse and Neglect Hotline Unit (CA/NHU) accepts reports of suspected child abuse, neglect, or exploitation. Reports are received through a toll-free telephone line, which is answered seven days a week, 24 hours a day. The toll-free number is 800-392-3738. Persons calling from outside Missouri should dial 573-751-3448.

Trace Evidence Collection:

Could the contact have resulted in transfer of biologic evidence?

Is it possible that the contact occurred in the last 3 days (or other locally agreed time interval)?

Indications that trace evidence collection may provide forensically valuable information include:

1. Debris or body fluid is visible on child's body or clothing, -or-
2. The contact included possible body fluid (semen, blood, saliva) or debris transfer,
 - a. This includes (but is not limited to) a perpetrator licking, biting, or using genitals to touch a child anywhere on their body.
 - b. Remember that a child may not disclose or have knowledge of all details of an abusive act; therefore, do not use an assumption of "no ejaculation" or "no penetration" as a reason to defer trace evidence collection.
- or-
3. *Acute* genital injury indicating an abusive event is detected during physical examination, regardless of history provided.

Local Child Abuse Multi-Disciplinary Teams (MDTs) composed of local representatives from law enforcement, Children's Division, Child Advocacy Centers, and medical providers will determine how long after an alleged sexual abuse event trace evidence collection will be recommended. Each MDT will use information from local crime laboratories to assist in determining how likely it is that trace evidence collection may lead to a forensically relevant positive result.

When determining how long after an alleged abusive act trace evidence should be collected, use your local MDT agreed upon interval, which may range from 1-7 days, depending on the age of the child and the nature of contact.

1. After 24 hours, the likelihood of obtaining trace evidence from a young child's body is low.
2. It is well established that trace evidence collection from anywhere on or in a child is never indicated past 7 days.
3. Clothing and bedding from a scene may yield positive results even years after the crime has occurred. Encourage law enforcement investigators to collect evidence from the scene or clothing as soon as possible.

Is the child at risk of pregnancy?
Is it possible that the contact leading to that pregnancy risk occurred in the last 5 days?

Pregnancy prophylaxis is available and should be offered to females who meet the following criteria:

1. History of menarche or has a Sexual Maturity rating (breast or pubic hair) of 3 or greater, *and*
2. Suspected penile-vaginal contact, with or without a history of penetration, condom use, or ejaculation, *and*
3. Contact occurred in the previous 5 days.

Is the child experiencing symptoms of pain or bleeding?

Current anogenital pain or bleeding may represent a traumatic injury from sexual abuse/assault or other medical condition which requires emergency medical intervention. A history of distant anogenital pain or bleeding, now resolved, typically does not require emergency medical care; but that historical information should be communicated to the medical provider responsible for the scheduled comprehensive medical evaluation.

Is the child displaying behavioral or emotional problems that put themselves or others in danger?

An appropriate medical or mental health provider should evaluate any concern that a child's behavior or emotional state represents a danger to themselves or others (including but not limited to suicidal/homicidal thoughts). Emergency care may include crisis counseling, mental health evaluation, and/or treatment plan.

Is an emergent intervention needed to assure the safety of the child?

A child victim of sexual abuse should be protected from possible perpetrators during the investigation. If a child remains at risk for sexual abuse, Missouri Children's Division and local law enforcement should be notified to evaluate the circumstances and establish a safety plan.

Background: The SAFE-CARE Advisory Council provides guidance regarding services, education, networking, quality assurance, and consultation. Advisory Council members include professionals from nursing, medicine, social work, and child advocacy centers.

The SAFE-CARE Advisory Council has developed these recommendations to comply with Missouri Revised Statutes Section 334.950.4: "The SAFE CARE network shall develop recommendations concerning medically based screening processes and forensic evidence collection for children who may be in need of an emergency examination following an alleged sexual assault. Such recommendations shall be provided to the SAFE CARE providers, child advocacy centers, hospitals and licensed practitioners that provide emergency examinations for children suspected of being victims of abuse."

References:

Adams JA, et al. Guidelines for Medical Care of Children Who May Have Been Sexually Abused. *Journal of Pediatric and Adolescent Gynecology*. (2001) 20:163-172.

Floyed RL, Hirsh DA, Greenbaum VJ, Simon HK. Development of a Screening Tool for Pediatric Sexual Assault May Reduce Emergency-Department Visits. *Pediatrics*. (2011) 128:221-226

Girardet R, et al. Collection of Forensic Evidence From Pediatric Victims of Sexual Assault. *Pediatrics*. (2011) 128:233-238.

Mollen CJ, Goyal MK, Frioux SM. Acute Sexual Assault: A Review. *Pediatric Emergency Care*. (2012) Vol 28(6):584-590.

Thacheray JD, Hornor G, Benzinger EA, Scribano PV. Forensic Evidence Collection and DNA Identification in Acute Child Sexual Assault. *Pediatrics*. (2011) 128:227-232.

APPENDIX C

SAMPLE DOCUMENTATION FORM FOR INITIAL 24-HOUR ADVOCATE TRAINING

Name: _____ Agency: _____

TOPIC AREAS REQUIRED BY NCA	TRAINING NAME & DATE(S)	TRAINING HOURS	Check if available:	
			Agenda	Certificate
Dynamics of abuse				
Trauma-informed services				
Crisis assessment and intervention				
Risk assessment and safety planning				
Professional ethics and boundaries				
Understanding the coordinated multidisciplinary response				
Assistance in accessing/obtaining victims' rights as outlined by law				
Court education, support, and accompaniment				
Assistance with access to treatment and other services, including protective orders, housing, public assistance, domestic violence intervention, transportation, financial assistance, interpreters, among others as determined for individual clients				
Cultural responsiveness and addressing implicit bias in service delivery				
Caregiver resilience				
Domestic violence/family violence/ children's exposure to domestic violence and poly-victimization.				

Adapted from: [Victim Advocacy Guidelines](http://www.nrcac.org/wp-content/uploads/2020/05/Victim-Advocacy-Guidelines_2020_FINAL-1.pdf), provided by Regional Children's Advocacy Centers, January 2020, available at http://www.nrcac.org/wp-content/uploads/2020/05/Victim-Advocacy-Guidelines_2020_FINAL-1.pdf

MULTI-DISCIPLINARY TEAM MEMBER SIGNATURE PAGE
Children's Center of Southwest Missouri
Jasper County

The undersigned agencies agree that this protocol is not a written contract which is binding on the parties as a matter of law, but is a memorandum of understanding setting out the procedures by which the undersigned agencies voluntarily intend to promote the best interests of the children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice. The undersigned agencies understand that it may be necessary at times to stray from these protocols to address specific unique circumstances that may present on a case-by-case basis in order to ensure the best interest of a child or family is served.

It is expressly understood that each agency will work within its own departmental legal authority, mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each Agency. To the extent that any provisions of this protocol are inconsistent with any such statute, rule or regulation, the statute, rule or regulation shall prevail.

I, the undersigned, and the agency I represent have received a copy of the Protocol and Interagency Agreement and support my agency's role as a member of the MDT.

Signed by: Asheia Belcher 3/20/2026
7FED36B91DEA48A
Executive Director
Children's Center of SWMO

Carthage Police Dept.

DocuSigned by: Kristin Johnson 3/20/2026
DD8DC86C2A7548F
SAFE/CARE Program Manager
Children's Center of SWMO

Webb City Police Dept.

Therapy Program Manager
Children's Center of SWMO

29th Circuit Juvenile Office

Signed by: Theresa Kenney 3/24/2026
F5F16F9D1026411...
Jasper County Prosecuting Attorney's Office

Children's Division

DocuSigned by: Randee Kaiser 3/24/2026
C17BET1ATEB2443...
Jasper County Sheriff Dept.

Cartersville Police Dept.

Signed by: Dr. Richard L. Pearson 3/24/2026
4APAB66B8B45498
Joplin Police Dept.

Jasper Police Dept.

Carl Junction Police Dept.

MULTI-DISCIPLINARY TEAM MEMBER SIGNATURE PAGE
Children’s Center of Southwest Missouri
Newton County

The undersigned agencies agree that this protocol is not a written contract which is binding on the parties as a matter of law, but is a memorandum of understanding setting out the procedures by which the undersigned agencies voluntarily intend to promote the best interests of the children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice. The undersigned agencies understand that it may be necessary at times to stray from these protocols to address specific unique circumstances that may present on a case-by-case basis in order to ensure the best interest of a child or family is served.

It is expressly understood that each agency will work within its own departmental legal authority, mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each Agency. To the extent that any provisions of this protocol are inconsistent with any such statute, rule or regulation, the statute, rule or regulation shall prevail.

I, the undersigned, and the agency I represent have received a copy of the Protocol and Interagency Agreement and support my agency’s role as a member of the MDT.

Signed by: Ashelea Belcher 3/20/2026
7FED36891DEA46A...
Executive Director
Children's Center of SWMO

Granby Police Dept.

DocuSigned by: Kristin Johnson 3/20/2026
DD8DC88C2A7548F...
SAFE/CARE Program Manager
Children's Center of SWMO

Diamond Police Dept.

Therapy Program Manager
Children's Center of SWMO

Signed by: Tyler Hopkins 3/23/2026
F1021E209F754AA...
40th Circuit Juvenile Office

Newton County Prosecuting Attorney's Office

Children's Division

Signed by: Matt Stewart 3/24/2026
988402E939CF471...
Newton County Sheriff Dept.

Seneca Police Dept.

Neosho Police Dept.

MULTI-DISCIPLINARY TEAM MEMBER SIGNATURE PAGE
Children's Center of Southwest Missouri
McDonald County

The undersigned agencies agree that this protocol is not a written contract which is binding on the parties as a matter of law, but is a memorandum of understanding setting out the procedures by which the undersigned agencies voluntarily intend to promote the best interests of the children and families involved in child abuse/neglect investigations and the efficient and fair administration of justice. The undersigned agencies understand that it may be necessary at times to stray from these protocols to address specific unique circumstances that may present on a case-by-case basis in order to ensure the best interest of a child or family is served.

It is expressly understood that each agency will work within its own departmental legal authority, mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each Agency. To the extent that any provisions of this protocol are inconsistent with any such statute, rule or regulation, the statute, rule or regulation shall prevail.

I, the undersigned, and the agency I represent have received a copy of the Protocol and Interagency Agreement and support my agency's role as a member of the MDT.

Signed by: Ashlea Beldner 3/20/2026
7FE030B910DEA0A...
Executive Director
Children's Center of SWMO

DocuSigned by: Kristin Johnson 3/20/2026
DD8DC86C2A7548F...
SAFE/CARE Program Manager
Children's Center of SWMO

Therapy Program Manager
Children's Center of SWMO

McDonald County Prosecuting Attorney's Office

McDonald County Sheriff Dept.

Anderson Police Dept.

Goodman Police Dept.

Signed by: Tyler Hopkins 3/23/2026
F1021E209F754AA...
40th Circuit Juvenile Office

Children's Division

APPENDIX D

FORM 89

IN THE CIRCUIT COURT OF _____ COUNTY, MISSOURI

Division ____

STATE OF MISSOURI,

)

Plaintiff,

)

)

vs.

)

Case No. _____

)

)

Defendant.

)

PA File No.

STATE'S MOTION FOR PROTECTIVE ORDER RE: VIDEOTAPE

COMES NOW the plaintiff, State of Missouri, by and through the undersigned Prosecuting Attorney, pursuant to Rule 25.11, and moves this Honorable Court for an Order of Protection concerning the videotaped statement of _____, a minor child. The plaintiff herein requests that the court prohibit any copying of said videotaped statement of the child witness provided that the defendant and his counsel be given reasonable opportunity to view said tape for trial preparation. In the alternative, the State moves that if the defendant is permitted to copy said videotape, the following conditions be imposed:

1. That said videotape not be recopied in any form except as a written transcript for trial purposes which shall be made available to both sides;
2. Said videotape shall not be played for or distributed to any person not essential for trial preparation in this case;
3. Said videotape shall be retained in the custody of the defendant=s attorney who shall be personally responsible for its security and use;
4. Said tape shall be retained only for so long as necessary for criminal proceedings to be concluded and then will be surrendered to the Prosecuting Attorney=s Office for destruction.

As grounds therefore the State would show:

1. Victim herein is a child under the age of 14 years of age at the time the videotape was made pursuant to Missouri Statute permitting the making of said videotapes for purposes of criminal litigation;

2. Said videotape was made as part of an investigation of child abuse or neglect pursuant to Chapters 210 or 211, RSMo. Under said chapters, such evidence is confidential in order to protect the best interests of the child and is to be disclosed only as absolutely necessary to resolve critical issues relating to the investigation.

(NOTE THAT THE ABOVE PARAGRAPH APPLIES WHEN THE TAPE IS BEING MADE OR USED BY THE JUVENILE COURT OR AS PART OF THEIR INVESTIGATION AS WELL AS THE CRIMINAL CASE. IT SHOULD BE MODIFIED IF THE TAPE IS BEING MADE AND USED ONLY BY LAW ENFORCEMENT PERSONNEL FOR CRIMINAL PROSECUTIONS).

3. Unwarranted distribution of said videotape or its improper use would cause serious damage to the child and would be contrary to the public interest in the child's welfare.

WHEREFORE, the State prays that its Motion for A Protective Order Re: Videotape will be sustained and the defendant precluded from copying the above described videotape, or, in the alternative, that the requested conditions be imposed to safeguard the best interests of the child victim.

<NAME OF PROSECUTOR>

Prosecuting Attorney of the County of _____, State of Missouri, by

<NAME OF FILING ATTORNEY>

(Assistant) Prosecuting Attorney

County of _____, State of Missouri

Missouri Bar # _____

NOTICE OF HEARING

Be advised that the foregoing Motion for a Protective Order will be heard on _____ at _____
or as soon thereafter as counsel may be heard.

<NAME OF FILING ATTORNEY>

Certificate of Service

This document was electronically filed this _____ day of _____, 20____, pursuant to Supreme
Court rule 103.08 (and Local Court Rule _____).

<NAME OF FILING ATTORNEY>

NOTE ON USE This motion may be used when there is a videotape statement of a child victim. Pursuant to Rule 25.11 the court may, at its discretion, prevent, or severely limit, the reproduction of the videotape in order to protect the child's confidentiality.

FORM 90

IN THE CIRCUIT COURT OF _____ COUNTY, MISSOURI

Division ____

STATE OF MISSOURI,

)

Plaintiff,

)

)

vs.

)

Case No. _____

)

)

Defendant.

)

PA File No.

ORDER OF PROTECTION RE: VIDEOTAPE

THIS CAUSE came on to be heard by Defendant's Motion to Copy Videotaped Statement of Complaining Witness and by State's Motion for An Order of Protection Re: Videotape. Argument was heard and the court being apprised of the premises of said motion, it is hereby

ORDERED that the Defendant's Motion to Copy Videotape is overruled and State's Motion for A Protective Order is granted in that defendant shall be precluded from copying the videotape of the complaining witness but shall be afforded reasonable opportunity to view the videotape and make notes in consultation with counsel.

DONE AND ORDERED this ____ day of _____, 20__

Circuit Court Judge

NOTE ON USE: This motion may be used when there is a videotape statement of a child victim. Pursuant to Rule 25.11 the court may, at its discretion, prevent, or severely limit, the reproduction of the videotape in order to protect the child's confidentiality.