

NOTICE OF OPEN MEETING

Posted 5:00 p.m., May 1, 2026

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, May 5, 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. April 21, 2026 Council Meeting Minutes
2. April 24, 2026 Special Session Minutes
3. Bill No. 2026-26: Authorization to Execute Mutual Aid Agreement with Newton County Sheriff's Office

AWARDS AND PRESENTATION

1. Police Officers of the Quarter
2. Leslie Forest Excellence in Government Award

VISITOR'S BUSINESS

BIDS

1. Property Sale for Property located at Austin Dr. and Howard Bush
2. Health Insurance Broker Bid

NEW BUSINESS

1. Bill No. 2026-25: Airport Land Lease Agreement with Air Methods
2. Bill No. 2026-27: Request for Annexation of property located near Highway 86 and Jay Dr.
3. Bill No. 2026-28: Request to Rezone Property located at Highway 86 and Jay Dr from R-1 to C-3
4. Bill No. 2026-29: Surplus Item- Fire Department
5. Bill No. 2026-30: Agreement with Lexis Nexis Buy Crash and Auto Check
6. Bill No. 2026-31: Pace Systems, Inc Agreement
7. T- Hangar Lease Agreement

APPOINTMENTS AND VACANCIES

May 5, 2026 City Council Meeting

1. **Council Board Appointments**

Airport Industrial Development Board - Council Member Currently Serving - Vacant

Enhanced Enterprise Zone Board - Council Member Currently Serving - Vacant

Events Board - Council Member Currently Serving - Julie Humphrey

Historic District Commission - Council Member Currently Serving - Charles Collinsworth

IOOF Cemetery Board - Council Member Currently Serving - Charles Collinsworth

Parks and Recreation Board - Council Member Currently Serving - Angela Thomas

Senior Citizen Committee - Council Member Currently Serving - Carl Cobb

Traffic Commission - Council Member Currently Serving - Tom Workman

REPORT OF CITY OFFICERS

1. Water and Wastewater Rate Review Update
2. Public Safety Center Funding
3. Trash Billing
4. Coffee with Council May 8th and Local Government Week
5. Missouri Sunshine Law Class

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
April 21, 2026 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor William Lee 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

Jacob Evans took his seat on the city council after being sworn in.

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; 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.

CONSENT AGENDA

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

April 7, 2026 Council Minutes

Amendments to the Liberty Utility Contract; Councilwoman Thomas 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.

VISITOR'S BUSINESS

John Mills addressed the city council regarding Bill No. 2026-21 in opposition.

John Ervin addressed the city council regarding Bill No. 2026-21 in the affirmative.

Calvin Thomas addressed the city council regarding Bill No. 2026-21 in the affirmative.

Kael Powers addressed the city council regarding Bill No. 2026-21 in the affirmative.

Dean Casey addressed the city council regarding Bill No. 2026-21 in the affirmative.

Karen Sprenkle addressed the city council regarding Bill No. 2026-21 in the affirmative.

Hank Johnson addressed the city council regarding Bill No. 2026-21 in opposition.

Devin and Aubrey Tarpley addressed the city council regarding Bill No. 2026-21 in opposition.

Reagan Jones addressed the city council regarding Bill No. 2026-21 in opposition.

Jackie Danner addressed the city council regarding Bill No. 2026-21 in opposition.

Joshua Danner addressed the city council regarding Bill No. 2026-21 in opposition.

Susie Crossno addressed the city council regarding Bill No. 2026-21 in opposition.

UNFINISHED BUSINESS

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

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

Mayor Davidson addressed the citizens in attendance regarding Bill No. 2026-21 and how the city got to this point.

Councilman Cobb addressed the citizens in attendance regarding Bill No. 2026-21 and stressed his opposition.

Councilman Collinsworth addressed the citizens in attendance regarding Bill No. 2026-21.

Councilwoman Robinson addressed the citizens in attendance regarding Bill No. 2026-21.

Councilwoman Humphrey addressed the citizens in attendance regarding Bill No. 2026-21.

Councilwoman Thomas addressed the citizens in attendance regarding Bill No. 2026-21.

Councilman Workman addressed the citizens in attendance regarding Bill No. 2026-21.

Roll call vote:

Yes: Charles Collinsworth, Tom Workman, Richard Davidson

No: Carl Cobb, Julie Humphrey, Ashton Robinson, Angela Thomas

Abstain: None

Failed.

Bill No. 2026-24: Canvassing the Returns of the Municipal Election for Council Member position held on Tuesday, April 7, 2026...1st, 2nd, & 3rd Readings...UNDER EMERGENCY MEASURE

AN ORDINANCE of the City of Neosho, Missouri, canvassing the returns of the municipal election held Tuesday, April 7, 2026, submitting to the qualified voters of said city, candidates for the office of City Council Member for Ward 2, Ward 3 and At Large and declaring the results thereof UNDER EMERGENCY MEASURE so as to comply with provisions in the City Charter.

City Attorney Snyder read Bill No. 2026-24 in title only.

Mayor Davidson made a motion to approve and discuss Bill No. 2026-24 under emergency measure; Councilwoman Thomas seconded.

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR WARD 2

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All Voting Precincts	Total
Tom Workman	137

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR WARD 3

All Voting Precincts	Total
Julie Humphrey	85

FOR ONE COUNCIL MEMBER FOR A TERM OF THREE-YEARS FOR AT-LARGE

All Voting Precincts	Total
Jacob Evans	494

Tom Workman-Ward 2 (three (3) year term), Julie Humphrey-Ward 3 (three (3) year term), and Jacob Evans-At Large (three (3) year term), having received the highest number of votes cast, are hereby declared to be the duly and properly elected Council Members.

Roll call vote:

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

No: None

Abstain: None

Passed.

PROCLAMATION

Proclamation for Richard Davidson

Proclamation for Richard Davidson was read in its entirety by City Clerk Wright and presented by Mayor Pro Tem Robinson and City Manager Kennedy.

WHEREAS, *Richard Davidson has faithfully served the citizens of the City of Neosho as a member of the City Council from April 2009 to April 2018 and then again serving from April 2021 to April 2026; and*

WHEREAS, *Richard Davidson served as Mayor nine of those fourteen years on City Council, demonstrating steady leadership, professionalism, and a commitment to the principles of sound municipal governance; and,*

WHEREAS, *Mayor Davidson provided leadership during significant policy discussions and long-term planning efforts, including planning for a future Public Safety Facility, expansion of ADA-accessible park amenities, and evaluation of zoning and economic development tools intended to support the City's continued growth; and,*

WHEREAS, *during his tenure, the City Council advanced important economic development*

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initiatives, including the consideration and formation of Community Improvement Districts and related funding mechanisms, strengthening the City's ability to invest in infrastructure and community assets while maintaining fiscal responsibility; and,

WHEREAS, *Mayor Davidson consistently represented the City of Neosho in meetings with partner organizations, boards, and community stakeholders, fostering cooperation and collaboration in matters affecting economic development, community improvement, and municipal operations; and,*

WHEREAS, *Mayor Davidson's term of service has been marked by a dedication to teamwork with fellow council members, city staff, and the community, contributing to thoughtful decision-making and the steady administration of City affairs;*

NOW, THEREFORE, BE IT RESOLVED, *that the City Council of the City of Neosho, Missouri, hereby recognizes and commends Richard Davidson for his outstanding service, leadership, support, and contributions to the City of Neosho and its residents.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Neosho to be affixed this 21st day of April, 2026.*

ADJOURN...SINE....DIE

Mayor Davidson called for a motion to adjourn sine die.

Mayor Davidson made a motion to Adjourn Sine Die; Councilwoman Thomas 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 called the meeting adjourn sine die at 8:30 p.m.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

City Clerk Wright administered the oaths of office for the council members elected during the April 7, 2026 Municipal Election: Julie Humphrey, Tom Workman and Jacob Evans.

RECONVENED SESSION

City Clerk Wright reconvened the April 21, 2026 Council Meeting at 8:38 p.m.

ELECTION OF MAYOR (Conducted by the City Clerk)

City Clerk Wright called for nominations for Mayor.

Nomination for Tom Workman as Mayor was made by Councilman Cobb.

No further nominations.

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Councilman Cobb made a motion to appoint Tom Workman as Mayor; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

ELECTION OF MAYOR PRO TEMPORE (Conducted by the Mayor)

Mayor Workman called for nominations for Mayor Pro Tempore.

Nomination for Carl Cobb as Mayor Pro Tem was made by Councilman Collinsworth.

Councilman Collinsworth made a motion to appoint Carl Cobb as Mayor Pro Tempore; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

PUBLIC HEARINGS

Public Hearing for Annexation of Property located at or near Hwy 86 and Jay Drive

Mayor Workman opened the public hearing at 8:43 p.m.

There was no one present to speak.

The public hearing was closed at 8:44 p.m.

Public Hearing for Rezoning of Property located near Highway 86 and Jay Drive from R-1 First Dwelling House District to C-3 Commercial Business District.

Mayor Workman opened the public hearing at 8:44 p.m.

There was no one present to speak.

The public hearing was closed at 8:44 p.m.

BIDS

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Toro Groundsmaster 4500 (Golf Course)

Consideration of approval to purchase a new rough mower through Sourcewell Cooperative Contract #112624-TTC. The City budgeted \$70,000.00 for this purchase in the current fiscal year; however, bids received through Sourcewell totaled \$103,642.14. After discussion with Maxim LLC, Maxim has decided not to complete sodding on the course this year, and the City will utilize \$50,000.00 previously placed in capital line items to fund the additional cost for the mower purchase. Maxim has also stated that if the City purchases this mower, Professional Turf Products, L.P. will provide the City with a mid-duty Workman at no extra cost, which has been identified as needed for the course.

Councilman Collinsworth made a motion to approve the purchase of Toro Groundmaster 4500 in the amount of \$103,642.14 through the Sourcewell bid; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Bill No. 2026-26: Authorization to Execute Mutual Aid Agreement with Newton County Sheriff's Office

AN ORDINANCE of the City of Neosho, Missouri authorizing an Intergovernmental Police Protection Mutual Aid Agreement between the City of Neosho Police Department and the Newton County Sheriff's Office for the purpose of providing and receiving mutual assistance for law enforcement and other types of police emergency services as described under the terms of the Agreement; and authorizing the Neosho Police Chief to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-26 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2026-26; Councilman Cobb seconded.

Police Chief Russell addressed the city council regarding a mutual agreement with Newton County Sheriff's Office. The Neosho Police Department and Newton County Sheriff's Office have historically participated in a mutual aid agreement that permits law enforcement officers to respond to emergency situations outside their normal jurisdictional boundaries when assistance is requested. This type of agreement is authorized under Missouri Revised Statutes §70.820, which allows municipalities and counties to enter into intergovernmental agreements for police protection

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and mutual aid. The current agreement before Council is substantively the same as the mutual aid agreement previously approved by Council. It establishes the legal authority for certified law enforcement officers from each agency to assist one another during emergencies involving threats to life, property, or public safety. The agreement clearly defines emergency situations, command structure, authority of responding officers, liability, and indemnification provisions. Importantly, the agreement specifies that mutual aid assistance is rendered without charge between participating agencies. Each party remains responsible for its own personnel, equipment, insurance, and benefits, and no new financial obligations are created for the City of Neosho. The agreement is dated April 3, 2026, and execution requires authorization by the governing bodies of the participating jurisdictions prior to becoming effective.

Roll call vote:

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

No: None

Abstain: None

Passed.

Traffic Commission Baxter Street Truck Route

Police Chief Russell addressed the city council stating that on April 13, 2026, the Traffic Commission held a public meeting to consider a request from Certified Express, Inc. (CEI) to temporarily redesignate Baxter Street as a truck route to serve its reopened facility at Baxter Street and High Street, currently used for truck and trailer graphics installation. CEI cited ongoing construction and closures on Coler Street and High Street, safety concerns related to routing trucks through school zones, and data showing materially increased distance and intersection exposure on alternate routes. CEI emphasized Baxter Street's historic use as a truck route for over 100 years, its strong safety record, and significantly reduced anticipated truck volume compared to prior years. After discussing street conditions, neighborhood impacts, maintenance concerns, and alternative routes, the Commission determined no existing route adequately addressed both safety and operational needs during current construction. The Traffic Commission unanimously voted (4–0) to recommend temporarily reclassifying Baxter Street as a truck route for the duration of the Coler Street project, with the issue to be revisited upon project completion.

City Manager Kennedy addressed the city council regarding Baxter Street not being a good truck route. This road is too narrow and not made for semi-traffic. This will not only be CEI using this road as a truck route but also other construction traffic.

Councilman Cobb stated that he also does not feel that this street is made for semi-truck traffic.

Councilman Collinsworth stated that he also does not feel that this should be a truck route.

Councilman Collinsworth made a motion to approve Baxter Street as a truck route; Councilman Workman seconded.

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Roll call vote:

Yes: None

No: Carl Cobb, Charles Collinsworth, Julie Humphrey, Ashton Robinson, Angela Thomas, Tom Workman, and Jacob Evans

Abstain: None

Failed.

Golf Course Year End Contract Bonus

City Manager Kennedy addressed the city council and updated the council on the golf course year end contract bonus. The golf course has done very well since Maxim Golf has taken over

Request to Appoint Aaron Houk as Chairman of the Traffic Commission

Councilman Evans made a motion to request appointment of Aaron Houk to Chairman of the Traffic Commission; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

APPOINTMENTS AND VACANCIES

Board of Adjustments

Request to Appoint Richard Davidson

Neosho Housing Authority Board

Request to Appoint Debbie Werneke

Planning and Zoning Commission

Request to Appoint Richard Davidson

Councilman Workman made a motion to appoint Richard Davidson to Planning and Zoning Commission and Board of Adjustments and Debbie Werneke to the Neosho Housing Authority Board; Councilwoman Thomas seconded.

Roll call vote:

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

No: None

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Abstain: None
Passed.

REPORT OF CITY OFFICERS

March Financial Reports

City Manager Kennedy addressed the council and updated them on the March Financials.

Coffee with Council May 8th and Local Government Week

City Clerk Wright informed the Council of May 4th through the 8th being Local Government Week. Friday, May 8th, the city will be hosting Coffee with Council again starting at 7:30 a.m. in the City Hall Council Chambers

Badges and Burgers Event

Police Chief Russell informed the council of an event they will be holding Memorial Weekend called Badges and Burgers for the public.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Workman adjourned the April 21, 2026 Council Meeting at 9:15 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

MINUTES
NEOSHO CITY COUNCIL
April 24, 2026 - 10:00 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

CALL TO ORDER

Mayor Workman called the meeting to order at 10 a.m.

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Charles Collinsworth and Ashton Robinson

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

Councilwoman Thomas made a motion to approve the agenda; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

NEW BUSINESS

Resolution Bill No. 2026-15: New Signatories for the Bank

A resolution of the City of Neosho, Missouri, designating new signatories on City of Neosho checking accounts held at First Community Bank.

City Clerk Wright read Resolution Bill No. 2026-15 in title only.

Councilwoman Thomas made a motion to approve and discuss Resolution Bill No. 2026-15; Councilwoman Humphrey seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

ADJOURN

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

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

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Workman adjourned the April 24, 2026 Special Session at 10:03 a.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Tom Workman
Mayor

Cheyenne Wright
City Clerk

REQUESTED COUNCIL MEETING DATE: April 21, 2026

ITEM: Bill No. 2026-26: Authorization to Execute Mutual Aid Agreement with Newton County Sheriff's Office

ORIGINATING DEPARTMENT: Police Department

ATTACHMENT:

1. Bill No. 2026-26 Mutual Aid Police - Newton County 2026
 2. Neosho PD Russell-NCSO
-

PURPOSE:

To request City Council authorization for the Chief of Police to execute an **Intergovernmental Police Protection Mutual Aid Agreement** with the **Newton County Sheriff's Office**, renewing a previously authorized agreement that allows for mutual law enforcement assistance during emergency situations.

BACKGROUND:

The **Neosho Police Department** and the **Newton County Sheriff's Office** have historically participated in a mutual aid agreement that permits law enforcement officers to respond to emergency situations outside their normal jurisdictional boundaries when assistance is requested. This type of agreement is authorized under **Missouri Revised Statutes §70.820**, which allows municipalities and counties to enter into intergovernmental agreements for police protection and mutual aid.

The current agreement before Council is substantively the same as the mutual aid agreement previously approved by Council. It establishes the legal authority for certified law enforcement officers from each agency to assist one another during emergencies involving threats to life, property, or public safety. The agreement clearly defines emergency situations, command structure, authority of responding officers, liability, and indemnification provisions.

Importantly, the agreement specifies that **mutual aid assistance is rendered without charge** between participating agencies. Each party remains responsible for its own personnel, equipment, insurance, and benefits, and no new financial obligations are created for the City of Neosho. The agreement is dated **April 3, 2026**, and execution requires authorization by the governing bodies of the participating jurisdictions prior to becoming effective.

RECOMMENDATION:

Staff recommends that the City Council **authorize the Chief of Police to execute the Intergovernmental Police Protection Mutual Aid Agreement with the Newton County Sheriff's Office** as presented.

AN ORDINANCE of the City of Neosho, Missouri authorizing an Intergovernmental Police Protection Mutual Aid Agreement between the City of Neosho Police Department and the Newton County Sheriff's Office for the purpose of providing and receiving mutual assistance for law enforcement and other types of police emergency services as described under the terms of the Agreement; and authorizing the Neosho Police Chief to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Intergovernmental Police Protection Mutual Aid Agreement between the City of Neosho Police Department and the Newton County Sheriff's Office for the purpose of providing and receiving mutual assistance law enforcement and other types of police emergency services as described under the terms of the Agreement; a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

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

CITY OF NEOSHO, CITY COUNCIL

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INTERGOVERNMENTAL POLICE PROTECTION MUTUAL AID AGREEMENT

This AGREEMENT, made and entered into on this 3rd day of April 2026, by and between the Newton County Sheriff's Office, (hereinafter referred to as "County") and Neosho Police Department provides as follows:

WHEREAS, pursuant to Mo. Rev. Stat. §70.820 (2000), municipal subdivisions and counties are authorized to enter into agreements for mutual aid for police services;

WHEREAS, the parties hereto desire to authorize their respective law enforcement officers to respond in emergency situations outside of their jurisdiction and within other jurisdictions, when requested.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intended to be legally bound thereby, the parties hereby agree as follows:

Section 1 Purpose of Agreement

This Agreement is made in recognition of the fact that there may be emergencies outside the jurisdiction of the parties hereto that require the response of the law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

Section 2 Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Agreement means this Intergovernmental Police Protection Mutual Aid Agreement. Counties, municipalities, townships, political subdivisions and inter-local public agencies of the State of Missouri may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s).

Assisting Party means the participating governmental entity furnishing equipment, resources, supplies and/or personnel to the Requesting Party under this Agreement.

Emergency situation means any situation in which the law enforcement officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental

interest and such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of an officer or governmental officer of the political subdivision in which the emergency situation is alleged to be occurring.

Response shall mean to take any and all action that the officer may lawfully take as if exercising his powers within his own jurisdiction.

Mutual Aid means a definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Requesting Party means the participating governmental entity requesting aid in the event of an Emergency who has primary jurisdiction over the site of the emergency, but due to insufficient resources, supplies, equipment and/or personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Scope

A. Any law enforcement officer as defined by section 556.061, RSMo, full-time peace officer as defined by section 590.100, RSMo, of a county or a full-time peace officer of any political subdivision who is certified pursuant to chapter 590, RSMo, or a chief executive officer as defined by section 590.100, RSMo, of a county or any political subdivision, certified pursuant to chapter 590, RSMo, shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which such peace officer's authority is derived. Each undersigned party agrees that in the event of an emergency situation, they will respond to requests for assistance with such equipment, supplies, resources and/or personnel as is, in the opinion of the assisting party, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel. The Sheriff, Chief of Police or highest-ranking available officer shall have the authority to request or respond in the emergency situation.

B. Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality that regularly employs such officers shall be under the direction and authority of one person designated by each chief law enforcement officer. Such personnel shall in turn be under the direction and authority of the local commanding police officer of the municipality or county to which they are called to perform police or peace duties and shall be peace officers thereof. They shall have all immunities, powers, and authority of police and peace officers as provided by law, including the power of arrest.

C. Mutual aid assistance shall be rendered without charge to a member both during the normal conduct of police business and in emergency situations.

Section 4 Compensation & Benefits

Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This agreement shall not be so construed as to create any relationship between the police personnel of one party and the other party. Each party agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated or shall be self-insured. A party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided under this agreement. This agreement shall not be construed as an agreement for the benefit of any third party. The parties agree that all individuals shall retain all pension and disability rights while performing duties in accordance with this agreement.

Section 5 Adoption

Before a peace officer shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from which the officer's authority is derived pursuant to subsection 1 of this section, the authority shall be first authorized by ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives such officer's authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring.

Section 6 Liability

Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

Section 7 Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving sixty (60) days written notice addressed to each of the other participating agencies.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Newton County Missouri



By: _____
Sheriff Matt Stewart
Newton County Sheriff's Office

By: _____
Chief Peter Russell
Neosho Police Department

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Property Sale for Property located at Austin Dr. and Howard Bush

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Bid from Davco Warehousing Services, LLC
 2. Airport Property Surplus Survey - West side
 3. Airport Property with Easements Survey
 4. INVITATION TO BID FOR PURCHASE_Property-Austin-Howard Bush
-

PURPOSE:

Staff requests approval of the bid for sale of city property located on the Airport property at Austin Drive and Howard Bush.

BACKGROUND:

Council authorized staff to go out for bid for property at the Neosho Hugh Robinson Airport. This property is located on Austin Drive and Howard Bush and a copy of the survey map is included in this agenda packet. Staff received one bid back in the amount of \$110,513.00 from Davco Warehousing Services, LLC.

RECOMMENDATION:

Staff recommends approving the bid from Davco Warehousing Services, LLC in the amount of \$110,513.00.

Davco Warehousing Services, LLC
5400 Doniphan Dr.
Neosho, MO 64850

3/10/2026

Airport Property-Austin and Howard Bush
City of Neosho
ATTN: City Clerk
203 E. Main Street
Neosho, MO 64850

Re: Bid for Airport Property – Austin and Howard Bush

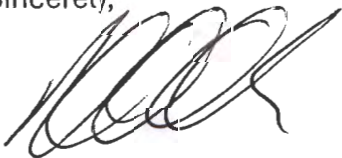
Dear City Clerk:

Davco Warehousing Services, LLC (“Davco”) hereby submits this letter as our bid to purchase the property identified as *Airport Property – Austin and Howard Bush*. We understand the minimum bid amount is \$108,550.00. Davco’s bid is **\$110,513.00**.

Please accept this letter as Davco’s formal offer in accordance with the City of Neosho’s bidding requirements for this property. If additional forms, acknowledgements, or deposits are required to accompany this bid, please advise and we will provide them promptly.

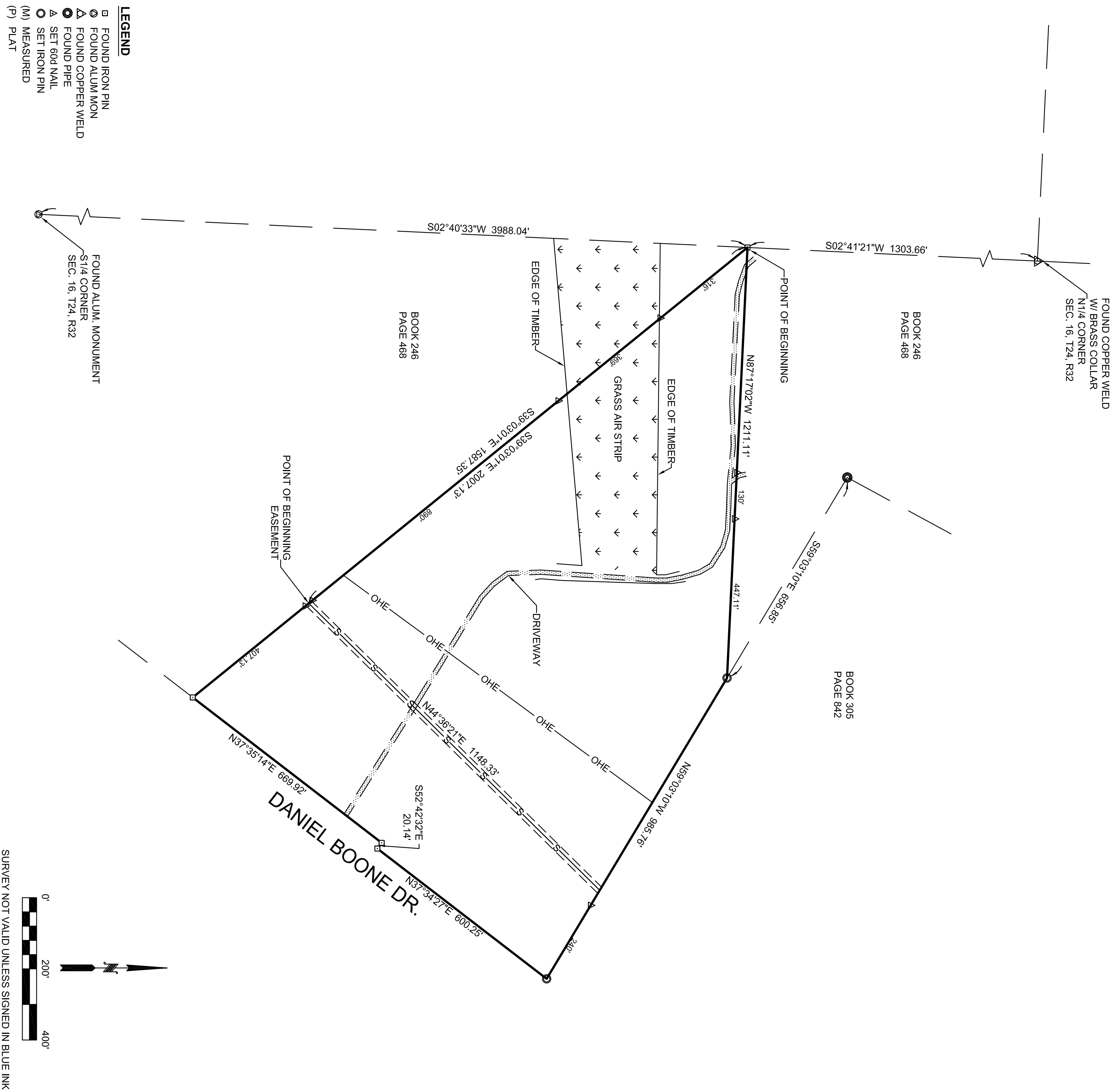
If you have questions or need clarification, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Davidson', with a stylized, cursive script.

Richard Davidson
Member - Davco Warehousing Services, LLC
417-455-9663

Rdavidson1970@gmail.com



SURVEYORS DESCRIPTION

ALL THAT PA. OF THE NORTHEAST QUARTER (NE1/4) SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COPPER WELD BEING THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE S02°41'21"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1,303.66 FEET TO THE POINT OF BEGINNING;

THENCE S39°03'01"E A DISTANCE OF 2007.13 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS N37°35'14"E A DISTANCE OF 669.92 FEET;

THENCE S52°42'32"E A DISTANCE OF 20.14 FEET;

THENCE N37°34'27"E A DISTANCE OF 600.25 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N59°03'10"W A DISTANCE OF 985.76 FEET;

THENCE N87°17'02"W A DISTANCE OF 1211.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.0 ACRES MORE OR LESS.

SEWER EASEMENT:

A 20' WIDE UTILITY EASEMENT LYING IN SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NESCOH, NEWTON COUNTY, MISSOURI, 10' FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT A FOUND COPPER WELD AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 16,
THENCE S02°41'21"W ALONG THE MID SECTION LINE OF SAID SECTION 16 A DISTANCE OF 1304.28 FEET; THENCE S39°03'01"E A DISTANCE OF 1587.35 FEET TO THE POINT OF BEGINNING;
THENCE N44°36'21"E A DISTANCE OF 1148.33 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS

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

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

SOURCE DOCUMENTS

DEED BOOK 246 PAGE 468
DEED BOOK 305 PAGE 842
SURVEY BY L.S.2163 DATED 8/26/1996
SURVEY BY L.S.2000161240

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

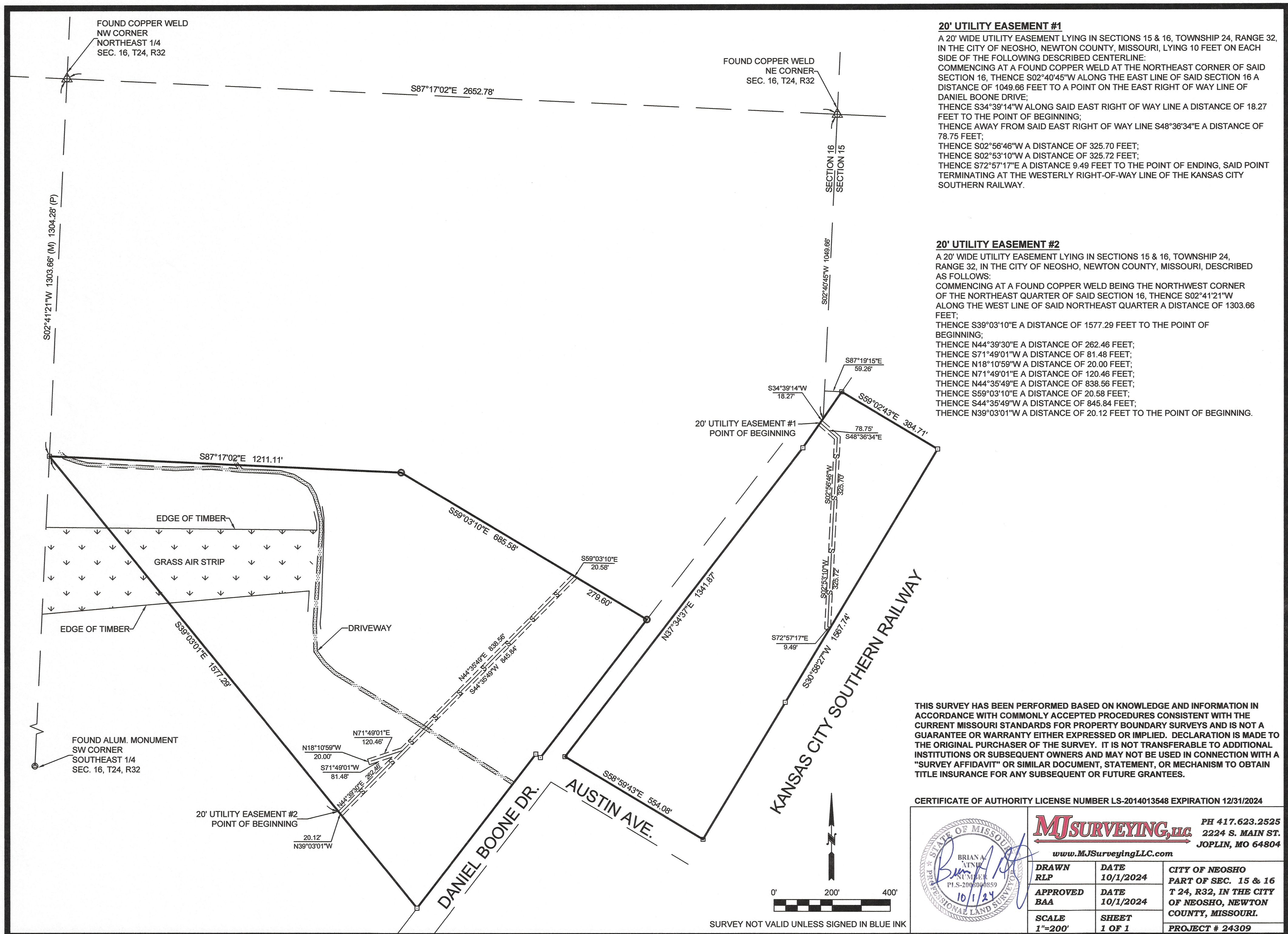
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

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

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

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

		PH 417.623.2521 2224 S. MAIN ST JOPLIN, MO 64804	
www.MJSurveyingLLC.com			
DRAWN	DATE	CITY OF NEOSHO	
RLP	2/21/2025	PART OF THE NE1/4	
APPROVED	DATE	SEC. 16, T24, R32,	
BAA	2/21/2025	NEWTON COUNTY,	
SCALE	SHEET	MISSOURI.	
1"=200'	B&R	PROJECT # 24309B	

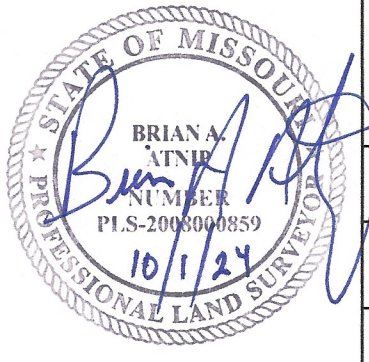


20' UTILITY EASEMENT #1
A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT A FOUND COPPER WELD AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S02°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE S34°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING;
THENCE AWAY FROM SAID EAST RIGHT OF WAY LINE S48°36'34"E A DISTANCE OF 78.75 FEET;
THENCE S02°56'46"W A DISTANCE OF 325.70 FEET;
THENCE S02°53'10"W A DISTANCE OF 325.72 FEET;
THENCE S72°57'17"E A DISTANCE 9.49 FEET TO THE POINT OF ENDING, SAID POINT TERMINATING AT THE WESTERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY.

20' UTILITY EASEMENT #2
A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, THENCE S02°41'21"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1303.66 FEET;
THENCE S39°03'10"E A DISTANCE OF 1577.29 FEET TO THE POINT OF BEGINNING;
THENCE N44°39'30"E A DISTANCE OF 262.46 FEET;
THENCE S71°49'01"W A DISTANCE OF 81.48 FEET;
THENCE N18°10'59"W A DISTANCE OF 20.00 FEET;
THENCE N71°49'01"E A DISTANCE OF 120.46 FEET;
THENCE N44°35'49"E A DISTANCE OF 838.56 FEET;
THENCE S59°03'10"E A DISTANCE OF 20.58 FEET;
THENCE S44°35'49"W A DISTANCE OF 845.84 FEET;
THENCE N39°03'01"W A DISTANCE OF 20.12 FEET TO THE POINT OF BEGINNING.

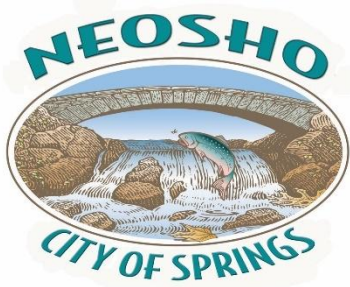
THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER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

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024



MJSURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN RLP	DATE 10/1/2024	CITY OF NEOSHO
APPROVED BAA	DATE 10/1/2024	PART OF SEC. 15 & 16
SCALE 1"=200'	SHEET 1 OF 1	T 24, R32, IN THE CITY
		OF NEOSHO, NEWTON
		COUNTY, MISSOURI.
		PROJECT # 24309



City of Neosho

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

INVITATION TO BID

Sealed Proposals, addressed as follows:

Airport Property-Austin and Howard Bush
City of Neosho
ATTN: City Clerk
203 E. Main Street
Neosho, MO 64850

An endorsed "Proposal" for the Purchase of City real estate located on Austin and Howard Bush as shown on the Surveyor's Property Map (attached), being more particularly described below, will be received by the City until 1:00 p.m. Local Time on the 23rd day March the office of the City Clerk, 203 E. Main Street, Neosho, Missouri 64850, and at that time will be publicly opened and read aloud in the City Hall Conference Room.

Bids for purchase shall be addressed to the City Clerk and labeled as:

Airport Property-Austin and Howard Bush

This property will have a minimum bid of \$108,550.00. The city is accepting bids and will review any submissions. This property is zoned M-2 and is 16.7 acres.

The City reserves the right to reject any and all bids.

For questions regarding properties, contact Adam Worster at 417-451-8055 or email at aworster@neoshomo.gov.

SURVEYORS DESCRIPTION

Please see the surveyor's documents for legal description and easement information.

ALL THAT PART OF SECTION 15 AND SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S02°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 954.74 FEET; THENCE S87°19'15"E A DISTANCE OF 59.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE S59°02'43"E A DISTANCE OF 384.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD;

THENCE LEAVING SAID POINT OF BEGINNING AND THE LINE S30°59'27"W A DISTANCE OF 1567.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AUSTIN AVENUE;

THENCE LEAVING SAID RAILROAD RIGHT OF WAY N58°59'43"W A DISTANCE OF 554.08 FEET ALONG AUSTIN AVENUE TO THE EASTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;

THENCE ALONG DANIEL BOONE DRIVE N37°34'37"E A DISTANCE OF 1341.87 FEET;

THENCE CONTINUING ALONG DANIEL BOONE DRIVE N34°39'15"E A DISTANCE OF 234.83 FEET TO THE POINT OF BEGINNING.

EASEMENT:

A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE 50°40'55"W ALONG THE EAST RIGHT OF WAY LINE A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;

THENCE S34°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING.

THENCE S48°03'40"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 78.75 FEET;

THENCE S02°09'34"W A DISTANCE OF 653.81 FEET TO THE POINT OF TERMINATION.



CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

SOURCE DOCUMENTS

DEED BOOK 246 PAGE 468
DEED BOOK 305 PAGE 842
SURVEY BY L.S.2163 DATED 8/26/1996
SURVEY BY L.S.2000161240 DATED 3/27/2013

FENCE NOTE

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NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

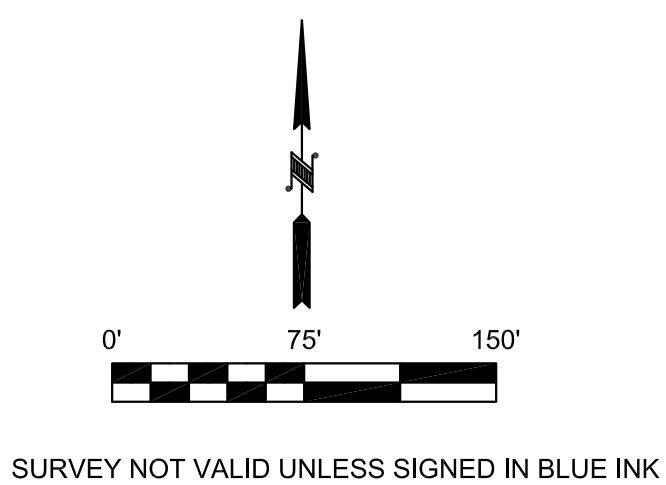
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

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LEGEND

□ FOUND IRON PIN
△ FOUND COPPER WELD
(M) MEASURED
(P) PLAT





*See survey for property boundaries

REQUESTED COUNCIL MEETING DATE: May 5, 2026**ITEM:** Health Insurance Broker Bid

ORIGINATING DEPARTMENT: Human Resources Department**ATTACHMENT:**

1. Gallagher Benefit Services
 2. Gallagher
 3. Gould Agency
 4. HIC
 5. Higginbothom
 6. IBC
 7. Specialty Risk Management
 8. Alliant
 9. Bukaty Companies
-

PURPOSE:

The purpose of this item is to bid for the City of Neosho's 3-year Health Insurance Broker beginning FY2027.

BACKGROUND:

The City of Neosho has been contracted with Insurance Benefits Consultants as our city health insurance broker. The 3-year contract ends September 30, 2026.

The following bids were returned and opened on April 17, 2026:

Alliant- \$30,000 annual fee plus commission on voluntary products.

Bukaty Companies- \$15,000 flat annual fee plus standard commission on ancillary products.

Gallagher Benefit Services- Standard options include fees, commissions, or a combination of both. Additional programs and services available on a project basis for an additional fee.

Gallagher- Willing to accept the existing commission levels currently built into our carrier premiums.

Gould Agency- Rates and fees are negotiable at the time of quoting and policy review to align with the City's goals and budget.

HIC- Anthem Health- \$25 per employee per month; flat 10% rate on ancillary benefits. No commission on MASA ambulance insurance.

Higginbothom- Option 1: Flat fee of \$30,000 annually. Option 2: Anthem Health- \$30 per employee per month and 10% ancillary.

Insurance Benefits Consultants- Anthem Health- \$14 per employee per month and 10% ancillary for Allstate, Delta, and MASA. 15% for Mutual of Omaha.

Specialty Risk Management- Standard commission set by the insurance carrier. No additional administrative fees.

RECOMMENDATION:

Staff recommends continuing services with Insurance Benefits Consultants.

Cover Letter

April 17, 2026

Dear City of Neosho Team:

Thank you for the opportunity to submit a proposal for your employee benefits program. On behalf of Gallagher Benefit Services, Inc. (Gallagher) we believe that you will find our proposal will assist your organization in selecting a broker partner by providing strategic planning and cost containment consulting and support in all aspects of your Total Rewards Program. We are confident you will find that Gallagher has the experience, integrity, resources and innovative people necessary to meet your benefit needs as addressed in our proposal.

Gallagher acknowledges that a quality organization is driven by your mission, budget and staff. As one of the largest insurance brokerage firms in the country, our team brings competitive resources to your organization where you need it. With thousands of clients throughout the state and tens of thousands throughout the country, we are confident that Gallagher is the most proactive partner. We are committed to understanding the unique needs of your organization.

Being right there in the trenches with you allows us to provide expertise and deliver a unique, thorough package of health insurance and HR consulting solutions. Our strategic perspective allows us to help your organization best attract, retain and engage employees while containing costs. We offer targeted consultation in the following areas:

- Unmatched industry experience
- Dedicated local presence – our office is close by in Carthage, Missouri
- Strategic industry and employer population benchmarking
- Exclusive pharmacy solutions
- Cost containment strategies and design in conjunction with proven results
- Proprietary reporting, analytics and benchmarking capabilities
- Innovative wellbeing, employee engagement and communication solutions

As your strategic partner, Gallagher will function as an extension of your human resources department and help you develop long-term healthcare and cost savings strategies. We are excited about the opportunity to partner with you!

Sincerely,



Brent Westhoven
Agency President
(417) 358-4010
brent.westhoven@assuredpartners.com



Lorie Downing
Director of Employee Benefits
(417) 358-4051
lorie.downing@assuredpartners.com

BID FORM

Description: (To be completed by bidding party)

Please see attached response for details

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

COMPANY: Gallagher

ADDRESS: 303 W 3rd Street, Carthage, MO 64836

PHONE: 417-358-4007

EMAIL: lorie.downing@assuredpartners.com

BY: Herli Dunning

City of Neosho

Gallagher Response to Request for Proposal



Brent Westhoven, Agency President
Lorie Downing, Director of Employee Benefits

Gallagher Benefit Services, Inc.
303 W 3rd Street, PO Box 612
Carthage, MO 64836

April 2026

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Your Team..... 7

Compliance 8

Tools and Technology 9

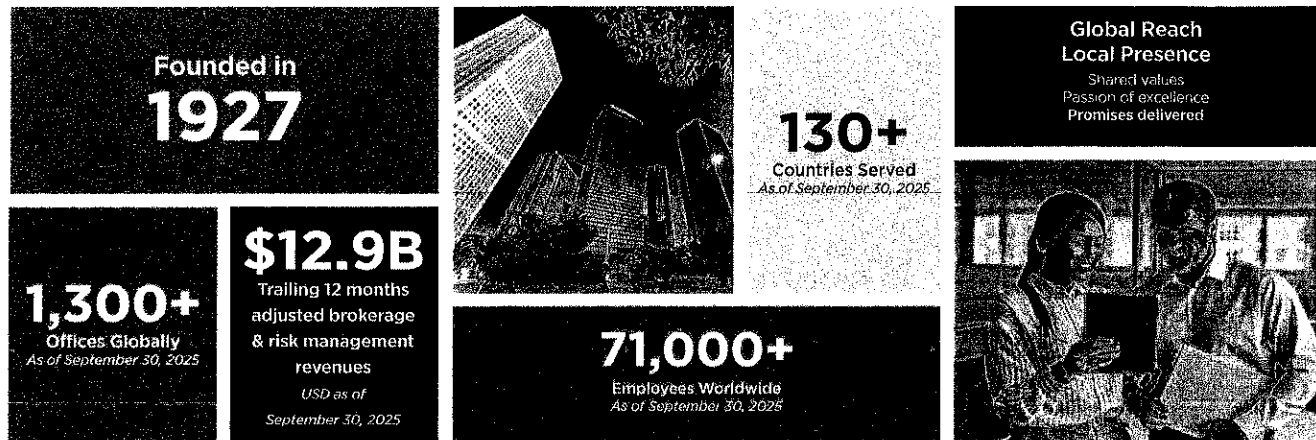
Our Services 10

Compensation..... 12

About Gallagher

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$12.9 billion in trailing 12 months adjusted brokerage & risk management revenues, 1,300+ offices globally, and over 71,000 team members with service capabilities in 130-plus countries as of September 30, 2025. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.

Gallagher's history is a compelling story of the insurance business; to learn more visit aig.com/about-us/.



Our Culture

The ideals, principles, and values established by our founder, whose name remains on our door, are integral to our organization. Gallagher's approach to business, fostered through three generations of family leadership, has always centered on creating relationship value as true partners to our clients. Our Gallagher team understands they can make a genuine difference in protecting and supporting your people. We take the time to ask the right questions so that we can offer you the best recommendations. By focusing on your challenges, objectives, and business goals, we gain the insights necessary to help you make strategic decisions now with a long-term vision for success. Our mission statement, and the shared values we refer to as The Gallagher Way, describe how our culture and people are dedicated to yours.

Mission

- To build the best benefits services, practice with brokers and consultants who understand the value of building relationships and trust, and creating experiences and results that inspire our clients' confidence.
- To provide superior, cost-effective benefit products and services that meet the ever-changing needs of employers, while striving for the highest professional excellence in the delivery of those solutions.
- To measurably help organizations manage and grow their businesses through our benefit services, expertise and counsel.

We accomplish our mission with the leadership that grows our company by enriching our culture. We will honor the moral and ethical standards that are vital to gaining organizations' trust and their confidence in our ability to continually build and develop a Gallagher benefit services team that excels at what we do.

The Gallagher Way

The Gallagher Way is a [one-page document](#) written in 1984 by our former chairman and CEO, Robert E. Gallagher, which defines the Gallagher culture. It describes the principles, behaviors, and beliefs that have produced great work at Gallagher—and great working relationships—since the company was founded. The document's 25 shared values guide business conduct for each of us as individuals, and all of us as a team.

About AssuredPartners

Our Carthage, MO office, formerly known as Beimdlek Insurance, has been in business for 90 years. Our local is located in Carthage and proudly serves our surrounding communities by offering risk management solutions that allow our customers to excel within their industries.

At AssuredPartners, we're not just in the insurance business. We're in the business of developing strong, lasting relationships. Relationships built on trust that we earn day in and day out by collaborating with you as partners – where we view each other as equals, show mutual respect, and work openly and honestly together to achieve common goals. We look forward to continuing this tradition through our recent merger with Gallagher.

As true partners, our national team of dedicated, experienced insurance professionals always have your best interests in mind and are passionate about protecting your assets and helping you grow. Through listening, problem solving, and collaboration, together we find the best new innovative solutions to fulfill your specific needs and promote your success – now and for the future. It's what we call power through partnership.

Quick Facts



5th
Largest P&C
broker in the US



11th
Largest broker in
the US



40
States, 250 Cities,
4 Countries



400
Physical Office
Locations



250+
Products &
Services



10,532
Team Members



900K
Happy Clients and
Counting!



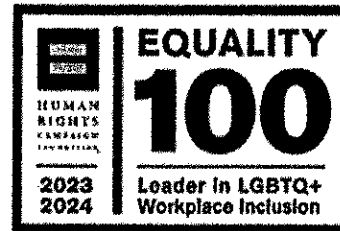
\$2.5B
In Annualized
Revenue

Awards and Recognition

Below is a summary of the recognition and awards Gallagher has received within the past two years. A comprehensive list of Gallagher's recognition and awards can be found at: <https://www.ajg.com/us/about-us/recognition-awards/>.

2024:

- Gallagher is recognized as one of the Best Places to Work for Disability Inclusion by the Disability:IN Disability Equality Index® 2024 in the US and UK for the first time.
- Newsweek lists Gallagher as one of America's Greatest Workplaces for Women.
- Gallagher earns Mental Health America's Bell Seal for Workplace Mental Health Certification for the second year in a row at the highest level: Platinum.



2023:

- Forbes lists Gallagher as one of America's Best Large Employers 2023.
- Gallagher earns Mental Health America's Bell Seal for Workplace Mental Health Certification at the highest level: Platinum.
- Fortune Magazine recognizes Arthur J. Gallagher & Co. on the Fortune 500 list for the eighth consecutive year.

2022:

- Best Places to Work for LGBTQ Equality by the Human Rights Campaign Corporate Equality Index 2022 for the fourth consecutive year.
- Forbes lists Gallagher as one of America's Best Employers for Diversity 2022 for the second year in a row.
- Fortune Magazine recognizes Arthur J. Gallagher & Co. on the Fortune 500 list for the seventh consecutive year.



OFFICIAL SPONSOR OF SPECIAL OLYMPICS INTERNATIONAL SPORT AND COACH PROGRAMMING

In today's complex business landscape, having a trusted partner who genuinely cares about the health and welfare of your employees and your bottom line is crucial. Gallagher prioritizes inclusive workplaces and strong values, which form the foundation of our business. Our commitment to integrity has guided our substantial growth and fostered a culture that sets us apart. We embrace diversity as a strength and make a conscious commitment to inclusion. By embracing diversity in all its forms, we drive innovation, benefit our clients, achieve business results, and create a rewarding environment for all employees.

What Makes Us Different

Our proposal articulates our overall value proposition, our unique client service model, and our strong commitment to this engagement.

STRATEGY + CREATIVITY = RESULTS

We are confident Gallagher can provide the support to execute City of Neosho's overall objectives by providing in-depth resources, a comprehensive service, and a support team, along with deep technical knowledge and relevant client experience.

We believe Gallagher is an excellent fit for City of Neosho's needs because of our:

INTEGRATED SERVICES & VALUE PROPOSITION

Gallagher is differentiated by our comprehensive, integrated value proposition. We seek first to understand your organization's employee demographics, culture, people strategy, HR operation, organizational goals, and potential risks. Why? Because no HR need or problem exists in a vacuum.

We put you and your people at the center of all we do and take a holistic approach to every client engagement. Understanding how the pieces connect (and they do) enables us to be a powerful consulting partner—devising innovative solutions that go beyond the immediate need and desired outcome to support the organization's strategic objectives.

With this knowledge, we will approach our partnership by drawing on Gallagher's deep insight and broad expertise, robust proprietary and third-party data and insights, and a clear understanding of the crowded and confusing vendor solution marketplace. Combined, this provides you with a partner who can address your immediate needs while keeping in mind the bigger picture and long-term interests of your organization and everything that affects the success of your business operation.

IN-HOUSE SERVICES AND RESOURCES

We offer a full range of in-house brokerage, consulting, and administrative services and resources. For each client, we create a custom, integrated service platform, incorporating all the expertise and resources needed to help you attain your strategic objectives. Our platform includes strategy and design, reporting and analytics, member support, plan management and benefits administration, compliance, wellbeing, communication, and engagement. We have developed robust resources that exceed the local offerings of our competitors, including fully staffed legal compliance and employee communications departments. These advanced capabilities are at your disposal and deliver an unmatched depth and quality of service.

UNIQUE CORPORATE STRUCTURE

Gallagher is one of the few benefits consulting firms that offer a consulting staff of local, national, and international caliber. This is shown by our global client base, as well as nationwide recognition for industry leadership and awards for best practices. Gallagher is the only publicly owned global firm led by insurance professionals—as contrasted with bankers or management consultants who lead many other firms.

DEDICATED BENEFITS EXPERTS

Unlike other top national and international insurance brokerage houses, Gallagher's benefits division is an autonomous subsidiary with a direct reporting channel to top management, rather than through the property/casualty or retirement/wealth management divisions. We maintain this business model because we believe employee benefits are a distinct discipline requiring talent and resources very different from those of other insurance services. Therefore, while we collaborate with our property & casualty and risk management colleagues, you have a partner who is uniquely positioned to serve your employees, address your key employee benefit objectives and help you meet your overall business goals.

GLOBAL RESOURCES, LOCAL SERVICE

Gallagher's flat organizational structure ensures that client support decisions are made at the local office level and align with our clients' objectives. This structure provides national and regional support tools and teams in areas such as compliance, HR consulting, and service centers. Local offices have the flexibility to use these resources as needed to meet their clients' needs. This structure sets us apart from national firms that lack local control or from local competitors that may lack the resources to handle complex issues, like ACA compliance mandates. It allows us to provide strong resource support while tailoring solutions for our clients.

BROAD HUMAN CAPITAL CONSULTING EXPERTISE

Our proposed core team has extensive experience in all facets of human capital consulting and approaches our employee benefits engagement with a view to optimizing total rewards for talent attraction and retention. This is a key differentiator from other brokerage and consulting competitors.

STRATEGIC AND ANALYTICAL EXPERTISE

Decisions for our marketing, business operations, and client services are made in conjunction with a jointly decided, actionable, forward-looking strategy backed by solid analysis and clear implementation plans.

RENOWNED COMPLIANCE TEAM

Gallagher's local and national compliance teams work to ensure our clients stay up-to-date on legislative activities affecting benefit plan sponsors.

FOCUS ON ETHICS

We serve our clients with uncompromising integrity and openness. We are committed to complete transparency and disclosure in all our business dealings, including compensation.

Our Consulting Philosophy

Gallagher helps you maximize your people strategy.

Selecting a benefit consultant is critical to the success of your business. After all, you are charged with helping design programs to attract and retain high-quality staff while operating under budget parameters. Therefore, our consulting philosophy is centered on working with you to understand your workforce, culture, and people to align human capital investments with the needs and preferences of all stakeholders. Better alignment means more efficient and cost-effective spending on your most valued assets.

We put you and your people at the center of all we do. We're here to help simplify complexities across the broad scope of people strategies. It's the guiding principle that informs every aspect of Gallagher's comprehensive approach to benefits, compensation, retirement, employee communications, and workplace culture. It's how we help you turn your workplace from an obligation to a destination.

Gallagher builds a better organization by putting you and your people at the center of all we do:

Our consulting philosophy is built on data, technology and trust. We listen actively to understand your unique needs, emphasizing a client-centric approach.

- **Benefits to support physical and emotional wellbeing:** Medical insurance is only the tip of the iceberg when it comes to your employees' physical and emotional health. Gallagher has dozens of ways to promote a healthier, happier workforce.
- **Talent solutions to optimize engagement, performance and career wellbeing:** In addition to developing a compensation structure that rewards the individuals who help your organization grow, we can help you set your employees up for career-long success.
- **Financial solutions to help foster better financial wellbeing and success:** This starts with a retirement plan as the foundation and key employee benefit. We design tailored solutions that align with an organization's philosophy and addresses the personal needs of individuals. A holistic approach to employee financial education, coaching and planning helps maximize the value of this highly valued benefit.
- **Organizational wellbeing outcomes:** Enhancing your organization's performance involves pulling many levers, one of the most significant being ensuring your team can fulfill its mission. Gallagher is your trusted partner who not only grasps your daily challenges and the expectations of leadership, but one who fully understands how fostering wellbeing directly supports your organizational goals.

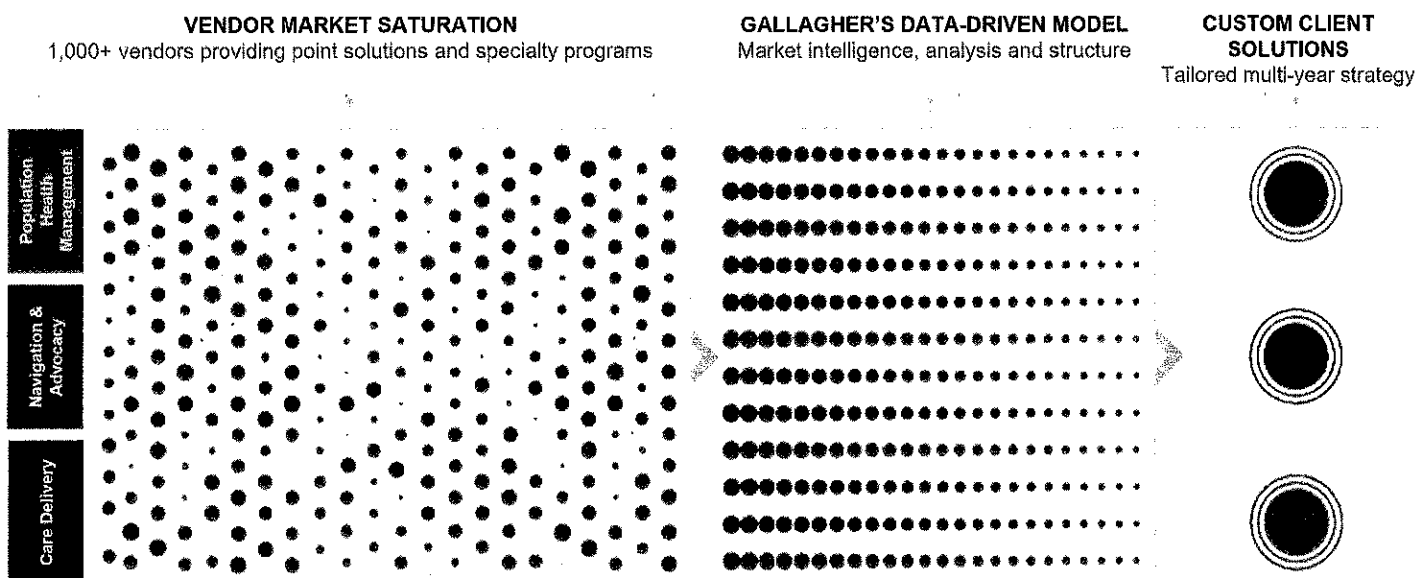


We understand that selecting a benefit consultant is critical to achieving your key strategic goals within your current and projected financial reality. It is our obligation and commitment to help you design programs to attract and retain high-quality staff while operating under budget parameters. Thus, our consulting philosophy is centered on working with you to understand your workforce, culture and people to align human capital investments with the needs and preferences of all stakeholders. Better alignment means more efficient and cost-effective spending on your most valued assets.

Data Drives Decisions™

Gallagher has established Gallagher Drive, an in-depth insights platform tailored to your organization, using proprietary data and analytics. Gallagher Drive serves as the engine behind the ongoing development, gathering, vetting, and deployment of innovative solutions and tactics in response to the growing complexity and speed of evolution of the healthcare benefits marketplace. Gallagher Drive follows the strategic innovation process applied throughout our HR & Benefits Consulting Practice, which includes ideation, proving concepts, planning, execution, and review. The mission of Gallagher Drive is to elevate the knowledgebase of our consulting and client service teams to:

- Nurture organic innovation and accumulate forward-looking knowledge through an internal national network of subject matter experts and advisory groups, as well as through strategic external partnerships
- Evaluate and road-test innovative ideas, identify, and prioritize best practices, and deploy them to the field
- Develop consulting tools, platforms, and educational modules to equip our consulting and client service teams with the most current innovative approaches and thought leadership
- Bring to our clients innovative and proven ideas tailored to their organizational wellbeing strategy to:
 - Empower employers to be innovative market leaders in benefit programs and support decision-making through data-driven consulting
 - Bring order to a vast, scattered, and rapidly evolving marketplace through a proactive, data-driven approach to identify targeted solution recommendations that best match each employer's specific needs



Gallagher Drive draws on the following functional areas to accomplish its mission:

- Empower employers to be innovative market leaders in benefit programs and support decision-making through data-driven consulting
- Bring order to a vast, scattered, and rapidly evolving marketplace through a proactive, data-driven approach that identifies targeted solution recommendations that best match each employer's specific needs
- Multi-prong Innovation Intake Process
- Organization-Wide Expertise Model
- Data Analytics
- Clinical Insights
- Market Intelligence
- Consulting Guidance
- Thought Leadership

Client Satisfaction

Exceptional customer service is at the heart of our commitment to the City of Neosho. We will regularly meet with you and your team to review your program and assess the performance of our service.

Ensuring Your Satisfaction

Effective communication is crucial for building successful business relationships and ensuring your satisfaction. We measure performance in the following ways:

Service Scorecard

COMMON METRICS USED:

- | | |
|--|---|
| 1 Responds to all inquiries within a 24-hour business day | 9 Provides information to benchmark your benefits vs. other employers' benefits |
| 2 Consistently follows through on requests and meets agreed upon deadlines | 10 Provides clear and concise written and verbal communications |
| 3 Demonstrates professionalism and conducts meetings in a professional manner | 11 Discloses benefits revenue annually (transparency) |
| 4 Performs work accurately | 12 Conducts renewal/marketing planning meeting within 6 months from renewal date |
| 5 Demonstrates understanding of your culture, business environment, benefits philosophy and your employees' needs | 13 Negotiates effectively on your behalf for initial and final renewals |
| 6 Provides information on relevant legislative issues and assists in compliance | 14 Provides a pre-renewal/renewal report 3-6 months prior to renewal (as applicable) |
| 7 Provides annual client service plan and conducts strategic planning | 15 Provides appropriate and timely utilization reporting based on available data (as applicable) |
| 8 Provides updates on benefit trends and current practices | 16 Provides actuarial and underwriting support as needed |

Exceeding Your Expectations

We succeed by adding value to our client relationships. We evaluate our performance based on your overall experience and satisfaction.

We are committed to actively listening and optimizing your experience through thorough diligence. To ensure that we continuously improve our services, we follow a Client Satisfaction Protocol. This includes conducting surveys to gather your feedback and understand our strengths and areas for improvement. Your input is invaluable to us, and we carefully review and incorporate it into our internal evaluation process. Additionally, to uphold our commitment to excellence, we adhere to Gallagher Standards of Excellence. These mandatory procedures ensure a high level of professionalism and quality across our organization.

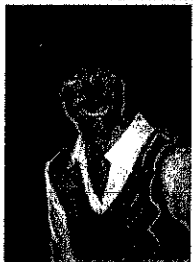
To maintain our professional standards, we conduct internal audits. As an industry leader, we maintain our position of leadership by providing the best quality of service possible – listening closely and remaining dedicated to you and your employees.

Our commitment to the City of Neosho is not just a talking point - it is a promise to deliver a positive and memorable experience for your organization.

Your Team

Your dedicated service team will provide consistent support throughout our relationship. Led by your Benefits Consultant and Client Manager, the team consists of multiple members who will work closely together to ensure your satisfaction.

Daily Support



Lorle Downing, CIC
Director of EB

Oversees department processes and overall client relationships. Advises clients on the design and implementation of employee benefit programs. Is a highly trained benefit expert in all areas who acts as an advocate for all group employees. Specializes in Large Group Benefits.

✉ lorie.downing@assuredpartners.com

👤 417.358.4051



Kim Ross
Account Manager

Manages all aspects of client health and welfare plans, including renewal, implementation, open enrolment, and communications. Specializes in Small Group Benefits.

✉ kim.ross@assuredpartners.com

👤 417.358.0869



Gwyneth Price
Account Coordinator

Assists with all employee benefit processes. Supports department to ensure exceptional delivery of benefit solutions to our clients.

✉ gwyneth.price@assuredpartners.com

👤 417.358.7568

Subject Matter Experts

In addition to the core team mentioned earlier, the City of Neosho will have access to a range of Subject Matter Experts specializing in areas such as compliance, wellbeing, HR technology, and more.

Sales Consultant



Brent Westhoven
Agency President

Employee Benefits
Commercial Insurance

✉ brent.westhoven@assuredpartners.com

👤 417.358.4010

Compliance

Gallagher maintains an in-house compliance team whose aim is to assist our clients in meeting the complex legal requirements for health and welfare plan sponsors in the most efficient and effective manner. Our national compliance team includes over 30 compliance professionals, and our Gallagher service teams are assisted by regional compliance professionals that are essential extension of our overall client service model.

Our compliance team maintains a number of tools that enable us to review your benefit program for compliance – both on an initial and ongoing basis. Our comprehensive and proprietary compliance review tool allows us to assist you in identifying potential gaps in compliance under the ACA, ERISA, COBRA, HIPAA, as well as newer legislative and regulatory requirements, and state law issues that impact your benefit program as well. Further, our annual notices and reporting checklists will help you meet your participant disclosure and governmental reporting obligations. Finally, as new requirements are set forth by Congress, the regulatory agencies, or the courts, our compliance team is vigilant in creating additional tools, newsletters, and alerts, so that our partnership with you keeps compliance obligations at the forefront and assists you in minimizing compliance gaps. In addition to these tools, our standard consulting services include a comprehensive set of compliance services and resources as part of our core scope:

- **Compliance Toolkits, Guides, and FAQs:** In-depth information on major topics, such as employer shared responsibility rules and reporting under the ACA, wellness programs, HSAs, FSAs, HRAs, and more.
- **Compliance Education:** Our compliance experts interpret legislative developments on such topics as the ACA, ERISA, COBRA, HIPAA, and many others, and circulate that information through newsletters, technical bulletins, educational guides, compliance alerts, and webinars. We pride ourselves on developing educational resources that are user-friendly and jargon free.
- **Compliance Consulting:** Our compliance experts will work alongside your Gallagher consulting team and with your staff and/or your legal counsel to help you resolve complex situations and answer questions.

Tools and Technology

Our tools are designed to provide you with current information on trends and analytics to deliver cost-effective benefits programs for your employees. Proprietary tools bring complex data into focus and help clarify your long-term strategy.

We can also offer an array of additional analyses or special projects that may be subject to additional fees, including:

- Employee engagement surveys
- Formal, customized employee communication campaigns
- Technology assessment and/or requests for proposal related to benefits/HR
- HIPAA gap analysis
- Onsite clinic feasibility study
- Comprehensive paid time off analysis and re-engineering

Surveys and Tools

Gallagher utilizes a range of surveys and tools to perform competitive benchmarking analysis, assess best practices, analyze emerging trends, and provide plan design recommendations. These include:

- **Proprietary National Benefits Survey:** We conduct an annual Benefits Strategy & Benchmarking Survey that collects comprehensive data from over 3,500 organizations across the United States. It covers various employee benefits categories and allows for comparisons by industry, region, organization revenue, and size.
- **Best-in-Class Benchmarking Analysis:** This analysis focuses on top-performing organizations and provides insights and best practices for managing benefit costs while attracting and retaining top talent. It is based on data from our National Benchmarking Survey and is segmented into separate reports for mid- and large-size employers.
- **Client Plan Information Database:** A robust national database of client benefit plans, including design features, cost sharing, vendor relationships, and other relevant data points. This database allows for benchmarking against industry, geography, and employer size.
- **Health Plan Claims, Utilization, and Cost-Driver Database:** This database provides a fundamental understanding of the costs associated with clients' medical benefit plans. It includes Healthcare Benchmarking Analysis Reports that analyze plan cost and utilization data and compare results with benchmarks. The database covers millions of employee life years in health benefit plans across the United States.
- **Pulse Surveys:** Regular pulse surveys are released to provide clients with up-to-date insights and industry information. These surveys assist clients in staying informed and making decisions amidst rapidly changing environments.

These surveys and tools, along with conversations with clients, enable us to perform competitive benchmarking analysis, assess best practices, analyze emerging trends, and translate those insights into plan design recommendations. By leveraging data-driven insights and industry expertise, we aim to optimize benefits offerings, improve employee satisfaction, and align with your goals.

Our Services

Our core services are designed to cover a wide range of needs. We recognize that there may be specific requirements that fall outside of our core scope of services, despite our holistic approach and extensive capabilities. The tables below outline our core scope of services. These services can be discussed in further detail during our strategic planning meeting.

Gallagher Practice	Services and Skills - Included
Employee Benefits Consulting	• Designs customized, competitive employee benefits programs that foster a culture of health and total wellbeing • Offers innovative solutions, benefit stop-loss captives, data warehousing, workforce evaluation and more • Helps employers mitigate risks and control the costs of claims, liability, noncompliance and data security • Provides expert data analysis and insight to improve budgeting and empower sound decision making
Physical and Emotional Wellbeing Consulting	• Assesses current wellbeing programs and initiatives that are in place to support the physical and emotional wellbeing of your employees • Uses knowledge of organizational goals, current resources, industry trends, and carrier's capabilities to build or evolve an impactful wellbeing program, tailored to a client's workforce • Collaborates with clients to develop and implement a comprehensive short-term and long-term action plan that will encompass both health promotion and health risk solutions • Leverages a data-driven approach to leading measurable and meaningful outcomes, aligned with our client's program objectives
Financial and Actuarial Consulting	• Helps clients identify and understand what is driving their health plan costs, and why • Develops strategies to help clients achieve better cost control while ensuring employee satisfaction with their benefit offerings • Tracks health plan performance and its impact on the client's total rewards strategy • Provides a full range of data warehousing options to fit the needs of clients of varied size and budget • Can be further engaged for Dependent Eligibility Audit, not included in current scope
Compliance Consulting	• Gallagher's in-house compliance team has developed several proprietary tools to provide clients with an initial and ongoing review of compliance obligations and opportunities to improve legislative and regulatory compliance. • Gallagher may utilize a proprietary compliance review to determine potential sources of compliance risk and to help address them. • Monthly webinars address various compliance topics under the ACA, COBRA, HIPAA and Section 125 • Newsletters and other bulletins on specific compliance obligations • Array of toolkits that provide actionable assistance on ongoing administrative and strategic compliance issues
Voluntary Benefits Services	• Helps clients organize and expand their benefits portfolio by analyzing gaps in current offerings and articulating specific voluntary benefits goals • Provides unbiased counsel on voluntary benefit providers and options, as well as overall voluntary benefits strategy • Delivers customized enrollment solutions that meet the unique needs of each client's organization and workforce • Supports employee engagement with customized communications and employee outreach campaigns

The services listed below may incur an additional fee:

Gallagher Practice	Services and Skills - Additional
Communication	• Focuses on gaining maximum employee engagement and increasing organizational returns on investment • Covers a complete range of in-house services, including strategic consulting, communication design and digital application • Delivers tailored communication solutions based upon objective, unbiased consultation with each client
Benefit Advocate	• Provide benefit support for employees, including new hires • Assist with open enrollment education • Resolve ID card issues • Explain in-network and out-of-network, eligibility rules, and requirements.
Executive Life & Benefits	• Consults with organizations on solutions to retain, motivate and recruit the key leaders who drive the success of the organization • Helps bridge the retirement gap between an employer's traditional savings plans and the highly compensated employee's actual retirement income need • Provides solutions for today's competitive market
Talent	• Engages: A team comprised of organizational scientists and consultants dedicated to engineering remarkable workplaces based on pioneering surveys and research • Develops: Through audits, strategic HR consulting, and coaching, we develop talent to better align the next generation of leadership with long-term organizational goals • Rewards: Designing compensation and total rewards programs that are competitive and compliant
HR Technology	• Develops long-term HR & benefits technology strategies, taking into account existing technology, contracts and processes • Supports technology purchases to ensure clients select a solution that fits their needs and budget, and aligns with their goals • Oversees technology implementation by providing guidance, accountability and change management support, and managing risk to project success • Optimizes clients' HR & benefits technology to ensure they get the most out of their investments • Ensures technology is positioned and implemented to enable outcomes, not as an outcome in itself
Pharmacy & Health Plan Services	• Devises client-specific pharmacy solutions based on the unique needs of the employer and employee population, and driven by client and industry data • Offers access to clinicians and industry veterans with years of behind-the-scenes insight into the pharmacy benefit management industry • Provides a range of bundled and ad hoc pharmacy consulting solutions to meet client needs at any price points
Enrollment Solutions	• Provides benefit communication services • Provides open enrollment support • Concierge new hire onboarding • Provides Dependent Eligibility Verification



Compensation

We are open to your preferred method of compensation. The standard options include fees, commissions, or a combination of both. Typically, we will receive standard commission from the insurance carriers for the negotiation, management and oversight of your plans. Additional programs and services are available on a project basis for an additional fee.

Gallagher's operating standard policy mandates timely disclosure of all revenue related to services or products provided to or placed on behalf of the client. City of Neosho can expect to receive a compensation disclosure at least once a year. Transparency is a fundamental principle of the Gallagher Way.

Our compensation includes all items in our proposed scope of service, unless otherwise noted.



Gallagher

Insurance | Risk Management | Consulting

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services."



City of Neosho

Employee Benefits Services

A Gallagher Proposal

City of Neosho

April 10, 2026

Dear Krysti and team,

Thank you for the opportunity to submit a proposal to provide benefit consulting to the City of Neosho.

The city deserves a partner who brings transparency and high-level administrative support to your employee benefits program. We appreciate the opportunity to submit our proposal, which focuses on maintaining the continuity of your current plans while significantly enhancing the service model to provided to your employees and HR team.

Our Approach to Compensation

We understand that the City's objective is to maintain its current plan structure. To ensure a seamless transition with no immediate impact on budget, we propose a Broker of Record (BOR) arrangement.

We are prepared to accept the existing commission levels currently built into your carrier premiums as our compensation. This approach allows the City to upgrade its level of service, technology, and support without increasing its current expenditures.

What the City gets

By appointing us as your broker of record, the City of Neosho will receive a comprehensive suite of services designed to optimize plan performance and alleviate administrative burdens.

-Plan Optimization and Accountability: We don't just place insurance, we manage it. We will proactively monitor your plans to ensure they are running optimally and hold carriers accountable for service level agreements and claims accuracy.

-Complimentary Benefit Administration System: We will implement (if one does not already exist) a benefit administration system at no cost to the City and will manage eligibility and enrollment through the system, streamlining the onboarding of new hires and simplifying the open enrollment process.

-Comprehensive Communications: We handle the heavy lifting on employee education. We will design and produce all necessary materials including customized benefit guides, open enrollment flyers, and digital communications tailored specifically for employees of City of Neosho.

-Dedicated Call Center: We will establish a dedicated benefits call center with a unique phone number exclusive to City of Neosho. This call center can help employees with ID cards, benefit questions, etc.

In closing, our goal is to enhance and improve the benefits experience without having to increase cost to the City of Neosho. We welcome the opportunity to participate in a finalist interview to discuss further how working with our Gallagher team would look.

Sincerely,

Ian Shada
Benefits Consultant
ian_shada@ajg.com
402.587.1634

Megan Ware
Benefits Consultant
megan_ware@ajg.com
402.440.8602

Jess Dreher
Benefits Consultant
jess_dreher@ajg.com
314.795.6533

Gallagher Benefit Services, Inc.
1515 Chapel Hill Rd
Columbia, MO 65203

THE GALLAGHER WAY

The Gallagher Way is a one-page document written in 1984 by our former chairman and CEO, Robert E. Gallagher, which defines the Gallagher culture. It describes the principles, behaviors and beliefs that have produced great work at Gallagher—and great working relationships—since the company was founded. The document's 25 shared values guide business conduct for each of us as individuals, and all of us as a team.

OUR
TENET

We push for
professional
excellence.

The Gallagher Way. Since 1927.



Don Gould Agency, LLC
1331 Illinois Ave.
Joplin, MO 64801

April 14, 2026

City of Neosho
203 East Main St.
Neosho, MO 64850

Dear Mr. Kennedy and Ms. Muhic,

Don Gould Agency, LLC is pleased to submit our proposal to serve as the Employee Benefits Agent for the City of Neosho.

We provide comprehensive support across health, dental, vision, and ancillary benefits, supported by our full-service benefits administration platform, BerniePortal. This system allows us to manage enrollment, compliance, and ongoing administration with accuracy and efficiency, reducing administrative burden on City staff while enhancing the employee experience.

We appreciate the opportunity to be considered and would welcome the chance to partner with the City of Neosho to deliver a reliable, well-managed benefits program.

Thank you for your time and consideration.

Sincerely,

Kelly Dannels & Aaron Mitchell

Don Gould Agency, LLC

BID FORM

Description: (To be completed by bidding party)

[illegible]

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

COMPANY: Don Gould Agency, LLC dba Gould Agency

ADDRESS: 1331 Illinois, Joplin, MO 64801

PHONE: Main: 417-781-8343 Kelly Dannels: 417-825-2222 Aaron Mitchell: 417-483-8337

EMAIL: kelly@gouldins.com or mitch@gouldins.com

BY: Amos Mitchell

About Us

Gould Agency, LLC specializes in employer-sponsored benefits, providing seamless transitions, strategic cost management, and high-touch service with minimal disruption to employees.

Carrier Expertise

We are fully appointed with Anthem Blue Cross Blue Shield, Delta Dental, Mutual of Omaha, Allstate, and other ancillary carriers. We maintain current plans, negotiate within existing frameworks, and present alternative options only when beneficial.

Transition & Renewal Strategy

- Detailed plan replication and benchmarking
- Early preparation for the October 1, 2026 renewal.
- Carrier coordination for uninterrupted coverage
- Employee communications and open enrollment support

Comprehensive Benefits

- Medical, dental, vision
- Life, STD/LTD, and supplemental coverage
- Options for employees, spouses, dependents, and families

Service & Support

- Dedicated account management
- Compliance support (including ACA 1094/1095 reporting)
- Employee education and claims advocacy
- Day-to-day HR support

HR Technology

Through BerniePortal, we provide a flexible platform for:

- Online open enrollment and benefits administration
- Recruitment, onboarding, and employee self-service
- Payroll/HRIS integration and reporting
- COBRA administration and compliance

Partnership Approach

We are committed to a three-year strategic partnership focused on cost containment, employee satisfaction, and program stability, delivering expert guidance and administrative support.

Rates & Fees

Rates and fees are negotiable at the time of quoting and policy review to align with the City's goals and budget.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Don Gould Agency, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3); Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 1331 Illinois	Requester's name and address (optional)
	6 City, state, and ZIP code Joplin, MO 64801	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	3		-	1	7	0	3	0 5 5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Arnon Mitchell	Date ▶ 1-6-2026
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RFP Response: Health Insurance/Benefits Broker and Consulting Services

Prepared for: City of Neosho, Missouri

Date: April 10, 2026



Section 1: Company Overview

1.1 Company Identification

Firm Name: HIC Agency Inc.

Main Office Address: 7070 W. 107th St., Ste. 200, Overland Park, KS 66212

Primary Contact: John Hickman, Director of Sales

Phone: (913) 339-8283

Email: JohnH@HICInsur.com

1.2 Brief History and Description

HIC Agency Inc. is an independent brokerage specializing in health insurance and ancillary benefit solutions for public and private sector employers. Led by Agency President David Hickman, who brings 34 years of industry expertise, our firm is structured to deliver high-quality care at the lowest possible cost.

We maintain a specific focus on Missouri municipalities. In the first 32 months of our specialized municipal initiative, we partnered with over 20 Missouri cities, achieving more than \$6.5 million in cumulative premium savings. We currently serve as the broker/consultant for multiple cities and counties with employee counts ranging from 5 to over 200.

1.3 Licenses and Certifications

HIC Agency Inc. is fully authorized to provide insurance broker and consulting services within the State of Missouri.

- **State of Missouri Insurance License:** 8345354
- **National Producer Number (NPN):** 16021838
- **License Type:** Business Entity Producer
- **Status:** Active through April 3, 2027

Section 2: Qualifications and Experience

2.1 Public Sector Expertise

HIC Agency Inc. has a proven history of providing health insurance brokerage and consulting services to municipalities across the State of Missouri. Our municipal experience is highlighted by our work with the Missouri Intergovernmental Risk Management Association (MIRMA), where we built health plans for seventy-nine member cities.

2.2 Key Personnel

- **Dave Hickman, President and CEO:** Focused on identifying innovative cost-containment programs and fiduciary partners. Member of the Life Underwriter Training Council (LUTCF) and the National Association of Health Underwriters.
- **Matthew Hickman, Vice President:** Specializes in cost containment and direct member support. He provides his personal cell phone number to every plan participant to ensure immediate assistance.
- **John Hickman, Director of Sales:** Lead consultant for Missouri cities and counties with five years of experience. Conducts quarterly onsite visits to review plan experience and lead benefit meetings.
- **Sara Isenhour, Chief Operating Officer:** Primary day-to-day contact. Oversees plan management, contracting, modeling, and claims assistance to streamline HR workloads.

2.3 Public Sector References

Entity	Contact	Details
Dallas County, Missouri	Missy Darnell (County Clerk) / Debby Dryer (HR Clerk) 417-345-2632	64 Employees; 6-year HIC client
City of Doniphan, MO	Marti Porter (City Clerk) 573-996-2623 X 2	23 Employees; 7-year HIC client
City of Charleston, MO	Ali Morris (City Clerk) / Greg Luehmann (City Manager) 573-683-3325	29 Employees; 3-year HIC client
City of Chaffee, MO	Lee Horton (City Administrator) 573-887-3558	21 Employees; 3-year HIC client

Section 3: Approach and Methodology

3.1 Benefit Plan Continuity and Market Research

HIC Agency understands the City of Neosho's requirement for a broker established with Anthem Blue Cross and Blue Shield. As an existing partner with Anthem, we ensure a seamless transition for the October 1, 2026 renewal with zero disruption to employees.

Our data-driven methodology includes:

- **Carrier Stewardship:** Expert management of existing relationships with Anthem, Delta, Mutual of Omaha, Allstate, and MASA.
- **Comprehensive Market Research:** Utilization of a database of over 200,000 options to identify value-added enhancements.

- **Proprietary Cost-Containment:** Proprietary Savings Strategies: Integrating ScriptSourcing, strategic funding, and member steerage with active oversight to eliminate waste and stabilize long-term healthcare costs.
- **Funding Evaluation:** Analysis of fully insured, self-insured, and level-funded strategies to find the most advantageous model for Neosho.

3.2 Employee Communication and Wellness

We translate complex insurance language into layman's terms and provide:

- Onsite Open Enrollment meetings
- Printed and digital Benefit Guides
- Quarterly onsite member support

Section 4: Project Plan & Schedule

The following schedule ensures all benefit plans are in place for the October 1, 2026 commencement date.

Phase	Activity	Timeline
Discovery	Initial meeting with HR Director Krysti Muhic to collect data and goals.	May 2026
Market Research	Researching viable plan enhancements and benchmarking.	June 2026
City Approval	Review proposed designs with City Manager/Board for approval.	July 2026
Open Enrollment	Onsite meetings to enroll employees and families.	August 2026
Go-Live	Coverage commencement for the three-year contract.	Oct 1, 2026

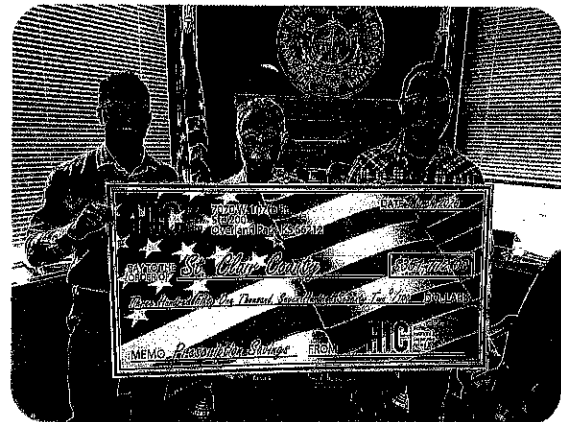
Section 5: Cost Proposal

HIC Agency's fees for the cost of services are negotiable and typically align with or fall below industry standard consulting fees. We are prepared to fulfill the requested three-year contract period as specified in the bid instructions. Taking over your Anthem policy would cost \$25 per employee per month. Additionally, our agency charges a flat 10% rate on the following benefits. Dental, Vision, Life, STD, LTD, Critical Illness, and Accident. We do not take commission on MASA ambulance insurance.

Section 6: Compliance and Additional Information

HIC Agency will comply with all City requirements, including the procurement of a City of Neosho Business License, submission of a W-9, and completion of the E-Verify Affidavit of Compliance.

Our firm differentiates through proven results (\$6.5M saved for MO cities), a 98% client retention rate, and proactive management strategies.



Request for Taxpayer Identification Number and Certification

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

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HIC Agency, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7070 W. 107th Street, Suite 200

6 City, state, and ZIP code

Overland Park, KS 66212

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

2 7 - 3 9 4 1 0 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Rogan Hamrick

Date ►

02/08/2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

BID FORM

Description: (To be completed by bidding party)

Higginbotham is pleased to participate in the RFP process for the city of Neosho.

We have two proposed bids the city can choose between.

1. A flat fee of \$30,000 per year.

or

2. In lieu of a fee we would accept commission from the carriers as follows:

Anthem - \$30 PERM

All other ancillary lines: 10% commission

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

COMPANY: Higginbotham

ADDRESS: 909 E Republic Rd, Springfield MO, 65807

PHONE: 417.207.0912

EMAIL: afay@higginbotham.com

BY: Alan Fay



Company ID Number: 375667



Client Company ID Number: 2634965

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Higginbotham Payroll Services LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II:B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

- a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 375667

Client Company ID Number: 2634965

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. **Higginbotham Payroll Services LLC** (Employer) hereby designates and appoint **Sterling Infosystems Inc.** (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 375667

Client Company ID Number: 2634965

Approved by:

Employer Higginbotham Payroll Services LLC	
Name (Please Type or Print) Leah Scoggins	Title
Signature Electronically Signed	Date 02/25/2025
E-Verify Employer Agent Sterling Infosystems Inc.	
Name (Please Type or Print) Louisa Cenon	Title
Signature Electronically Signed	Date 02/25/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/25/2025



Company ID Number: 375667

Client Company ID Number: 2634965

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Higginbotham Payroll Services LLC
Company Facility Address	500 W. 13th Street Fort Worth, TX 76102
Company Alternate Address	
County or Parish	TARRANT
Employer Identification Number	993435477
North American Industry Classification Systems Code	524
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	126 site(s)



Company ID Number: 375667

Client Company ID Number: 2634965

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

AL	14
AR	2
AZ	1
CA	3
CO	2
FL	8
GA	10
KY	1
LA	11
MO	2
MS	2
NM	2
OH	4
OK	3
TN	8
TX	52
UT	1



Company ID Number: 375667

Client Company ID Number: 2634965

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

Name	Leah Scoggins
Phone Number	8173476950
Fax	
Email	lscoggins@higginbotham.com



Company ID Number: 375667

Client Company ID Number: 2634965

This list represents the first 20 Program Administrators listed for this company.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Higginbotham Insurance Agency, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 500 W 13th St.	Requester's name and address (optional)
	6 City, state, and ZIP code Fort Worth, TX 76102	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
[]	[]	[]	-	[]	[]	-	[]	[]	[]
or									
Employer identification number									
2	6	-	0	8	7	9	9	9	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person

Signed by: *Michael L. Parks*

Date 1/15/2026

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payment made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social Security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

***Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

INSURANCE **B**ENEFITS **C**ONSULTANTS, LLC

caring for you and your family

Insurance Benefits Consultants (IBC)

1009 S Neosho Blvd., Neosho, MO

(417) 355-2523

www.ibcneosho.com

4/16/2026

City of Neosho

203 East Main St., Neosho, MO

David & Krysti,

We truly appreciate the opportunity to work with the City of Neosho and to submit our proposal. Being able to serve our own community is something we don't take lightly—it means a lot to us, both professionally and personally.

Over time, we've built a great relationship with your team, and we believe that trust, communication, and being easy to reach are what really make a benefits program successful. Since we're right here in Neosho, we're not just a voice on the phone or an email—we're available, accessible, and part of the same community. Your employees know they can stop by our office, call, or reach out anytime, and they do. That day-to-day accessibility is something we're proud of and something that sets us apart.

When it comes to enrollment, we focus on making the process simple and personal. We use Employee Navigator to keep things organized and efficient, but we don't rely on technology alone—we sit down with employees one-on-one during open enrollment to walk through their options and answer questions. Throughout the year, we continue that same level of support by meeting with new hires and being available whenever employees need help or clarification on their benefits.

At the end of the day, we know this isn't just about putting a plan in place—it's about making sure people understand their benefits and feel confident using them. That's the approach we take every day with the City of Neosho.

We're grateful for the relationship we've built and would truly appreciate the opportunity to continue serving you and your employees. Thank you again for your time and consideration.

Sincerely,



Phil Wise

Insurance Benefits Consultants (IBC)

Insurance Benefits Consultants (IBC)

Local. Experienced. Accessible. Benefits Done Right.

At Insurance Benefits Consultants, we believe employee benefits should be simple, understandable, and fully supported—not just during enrollment, but all year long. As a locally owned agency in Neosho, we take pride in delivering hands-on service, strong relationships, and proven systems that support both your organization and your employees.

Local, Accessible Support

We are not an out-of-town firm—we are part of your community. Being located in Neosho allows us to provide a level of accessibility that others simply can't match.

- Employees can call, email, or stop by our office anytime
 - In-person support when it matters most
 - Fast response times from a local team that knows your group
-

Personalized Open Enrollment

We take a hands-on, employee-first approach to enrollment.

- One-on-one meetings with every employee
 - Clear, easy-to-understand explanations of benefits
 - Guidance to help employees make confident decisions
 - On-site, virtual, and in-office enrollment options
-

Year-Round Employee Support

Our service continues long after open enrollment ends.

- New hire enrollment meetings throughout the year
- Ongoing support for questions, changes, and life events
- Walk-in and direct support from our local office
- Proactive communication to keep employees informed

Dedicated Advocacy & Claims Support

When issues arise, we step in and help resolve them.

- Assistance with claims and billing concerns
- Help navigating insurance carriers and systems
- Direct advocacy on behalf of employees
- A trusted, local point of contact when problems occur

Technology + Personal Service

We combine high-level technology with real, personal support.

Employee Navigator

- Streamlined online enrollment platform
- Easy access for employees to view and manage benefits
- Accurate and organized administration for HR teams

Zywave Tools & Resources

- Compliance support and regulatory updates
- HR tools, handbooks, and best practices
- Employee education materials and communication pieces
- Benchmarking data and reporting insights

Experience You Can Rely On

- Extensive experience with municipal and public sector groups
- Strong carrier relationships to provide competitive options
- Proven track record of servicing local employers
- Focus on long-term partnerships—not just annual renewals

Why Local Matters

Working with a local agency means more than convenience—it means accountability. We are invested in this community and in the success of the organizations we serve. Our reputation is built on being present, responsive, and dependable.

Our Commitment

Our goal is simple: to make benefits easier for your organization and more valuable to your employees. We focus on clear communication, reliable support, and being there when it matters most.

Insurance Benefits Consultants (IBC)

1009 S Neosho Blvd., Neosho, MO

(417) 355-2523

www.ibcneosho.com

BID FORM

Description: (To be completed by bidding party)

Insurance Benefits Consultants will offer the following benefits at the stated cost for the next 3 years to the

City of Neosho with no disruption to your employees. Plans are available to spouses, children and families.

(This bid is effective 10/1/2026)

Health Insurance (Currently Anthem) - \$14 Per Employee Per Month

Agency Standard Commission on the following:

Delta - 10%

Mutual of Omaha - 15%

Allstate - 10%

MASA - 10%

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

COMPANY: Insurance Benefits Consultants, LLC

ADDRESS: 1009 S Neosho Blvd

PHONE: 417-355-2523

EMAIL: philwise@ibcneosho.com

BY: Phil Wise

Request for Taxpayer Identification Number and Certification

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

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Insurance Benefits Consultants, LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐	
5 Address (number, street, and apt. or suite no.). See Instructions. 1009 S Neosho Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Neosho, MO 64850	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

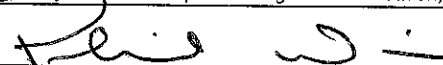
Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 4/16/2026
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BID FORM

Description:

We are a locally owned agency that provides tailored group health benefit solutions for municipalities and public sector organizations. Our proximity allows us to offer responsive, in-person support and build strong relationships with clients and communities. We will guide the City of Neosho through all stages of the benefits process, using our industry expertise and our participation on the Anthem Board to provide strategic, informed recommendations. With Employee Navigator, we streamline benefits administration, reduce workload, and improve the employee experience. Each client receives a dedicated account manager for personalized claims advocacy, ensuring timely assistance with claims and coverage questions. We conduct in-person open enrollment meetings focused on education to help employees make informed decisions.

What Sets Us Apart

- Local, accessible support with on-site assistance
- Every call connects you with a real person
- Comprehensive guidance from implementation to renewal
- Dedicated claims advocacy for effective issue resolution
- Advanced technology for streamlined administration
- Industry insight from Anthem Board participation
- Empowering open enrollment meetings for informed choices

While we do not currently have a physical location in Neosho, MO, we are more than happy to purchase a Neosho, MO business license upon successful selection during the bidding process.

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

COMPANY: Specialty Risk Management, LLC

ADDRESS: 10385 Blackberry Road, Carthage, MO 64836

PHONE: 417-359-5470

EMAIL: ebprocessing@specialtyrisk.com

BY: Rachelle VanGilder | New Client Implementation Manager

**Request for Taxpayer
Identification Number and Certification**

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

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Specialty Risk Management, LLC	
	2 Business name/disregarded entity name, if different from above. Specialty Risk Insurance	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
5 Address (number, street, and apt. or suite no.). See instructions. 10385 Blackberry Road		Requester's name and address (optional)
6 City, state, and ZIP code Carthage, MO 64836		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
4	5	-	5	6	3	1	1	2 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Alfred Zinn*

Date *1/2/2026*

General Instructions

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

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

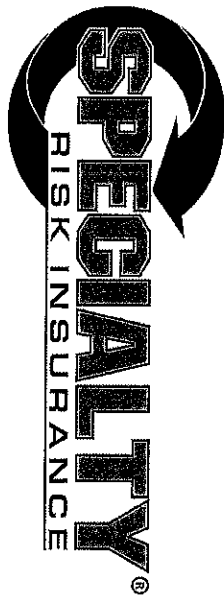
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1085).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Benefits That Work

A team that does the hardwork for you

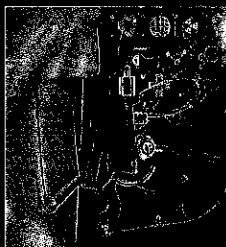
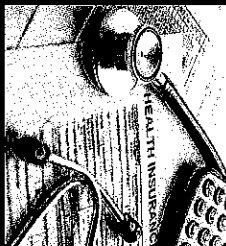
www.SpecialtyRisk.com

What Sets Us Apart

- Local team offering hands-on support.
- Every call connects you with a real person.

Our goal is to help you retain key employees and attract new ones by developing and delivering a tailored benefits program that aligns with the City of Neosho's current and future needs.

Specialty Risk Insurance



About Us

We are based in Carthage, Missouri, and specialize in customized employee benefits solutions.

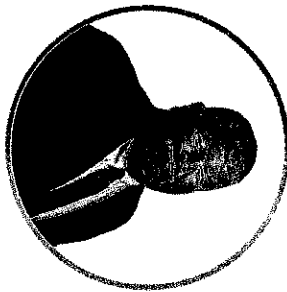
We provide the following services to our clients:

- Designed and managed group health programs that improve employee well-being and support recruitment and retention
- Tailored benefit programs to workforce needs and budgets
- Strategic planning and personalized services to simplify benefits administration and enrollment
- Ongoing support, education, and advocacy to help the City of Neosho thrive



Your Servicing Team

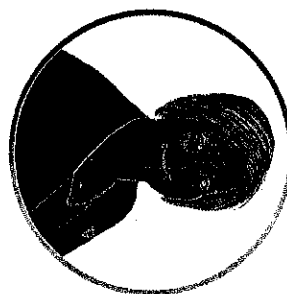
Specialty Risk Insurance



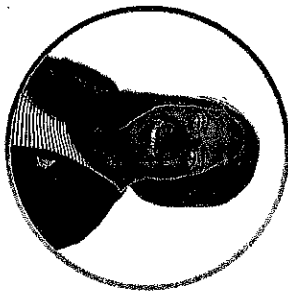
SAM GORHAM
Agent



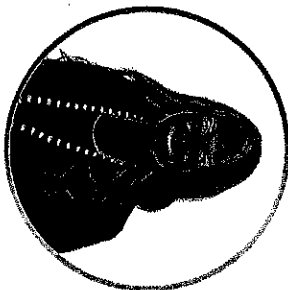
RACHELLE VANGILDER
Client Implementation Specialist



SHEILA RUSSOW
Client Success Manager



MORGAN MARTIN
Client Success Manager



TIFFANY INGLE
Client Success Manager



BRECKLYN WILLIS
Benefits Client Services Intern

Custom Benefits Packages

- Group Health
 - Fully Insured
 - Level Funded
 - Partially Self-Funded
- Dental
- Vision
- Group Life
- Voluntary Coverage
- Short & Long-Term Disability
- Worksite & Other Supplemental Coverage
- MASA/Medical Transport Coverage
- Individual Health
 - Medicare Supplements
 - Medicare Advantage Plans
 - Part D
- Individual Marketplace Insurance

Administrative Pricing

No additional administrative fees

We take the standard commission agreement set by the insurance carrier. There is no additional administrative fee for the support of our benefits team, use of our benefits platform, Employee Navigator, or any other services we may provide.

Transparency

Each year, we will provide a full Broker Compensation Agreement lining out all direct and indirect compensation the agency receives.

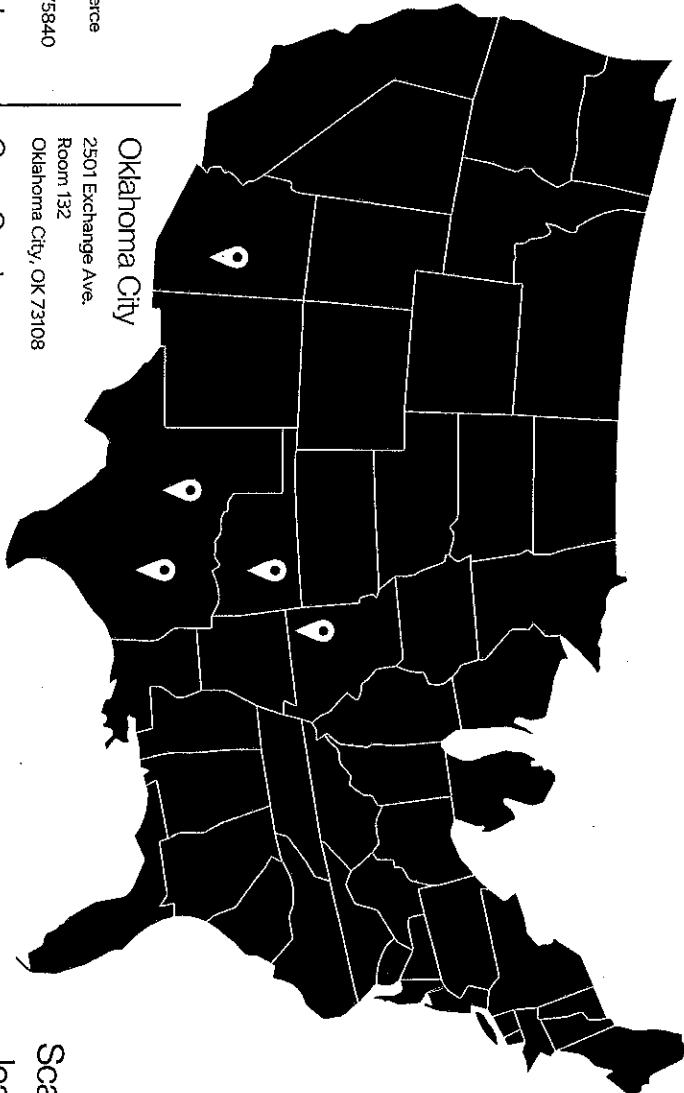
Specialty Risk Insurance

Locations

Serving Nationwide

Licensed in 48 states & counting.

Specialty Risk Insurance



Carthage

10385 Blackberry Rd.
Carthage, MO 64836

Joplin

3941 E. 20th St.
Suite C
Joplin, MO 64801

Nevada

127 W. Austin Blvd.
Nevada, MO 64772

Lamar

113 W. 11th St.
Lamar, MO 64759

Fairfield

117 E. Commerce
Suite 103
Fairfield, TX 75840

Sweetwater

501 Locust St.
Sweetwater, TX 79556

Oklahoma City

2501 Exchange Ave.
Room 132
Oklahoma City, OK 73108

Cave Creek

6427 E. Lone Mountain Rd. North
Cave Creek, AZ 85331

Scan here to
learn more:



BID FORM

Description: (To be completed by bidding party)

Alliant's public sector team is solely focused on the employee benefit needs of state, local, and federal governments, housing authorities, and K-12 and higher education institutions. Alliant is a leading insurance broker and consultant for public sector employers, with proprietary and data-driven solutions for our clients. Our experienced service team understands the needs of public sector organizations and is designed to meet the unique scope required to deliver exceptional service and results.

Our response reflects how Alliant's capabilities uniquely position us to serve the City of Neosho and your employees, with minimal disruption to current benefit plan structures and full continuity of coverage for Anthem, Delta, Mutual of Omaha, Allstate, and MASA.

The submission of this Bid indicates acceptance by Alliant Insurance Services, Inc. of the stipulations contained in the Instructions to Bidders.

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

COMPANY: Alliant Insurance Services, Inc.

ADDRESS: 205 Park Central E, Suite 307, Springfield, MO 65806

PHONE: 281-773-8954

EMAIL: nick long@alliant.com

BY: Nick Long, SVP, Director of Public Sector



**Request for Taxpayer
Identification Number and Certification**

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

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Alliant Insurance Services, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 701 B Street, 6th Floor	6 City, state, and ZIP code San Diego, CA 92101
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
3	3	-	0	7	8	5	4	3
9								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 1/05/26
------------------	--	---------------------

General Instructions

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

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

What's New

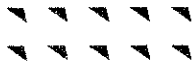
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Alliant Insurance Services, Inc. (Alliant)



City of Neosho, Missouri

Employee Benefits - Insurance Agent/Agency Bid

Alliant Insurance Services, Inc. (Alliant)

April 17, 2026

Submitted by:

Nick Long
SVP, Director of Public Sector
281-773-8954
nick.long@alliant.com

Riley Nizzi
VP, Benefits Consultant
913-544-4831
riley.nizzi@alliant.com

Servicing Office: 205 Park Central E, Suite 307, Springfield, MO 65806



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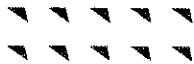
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Confidentiality and Disclosure Notices

CONFIDENTIALITY

The information contained in this proposal, including the Exhibits, is the confidential and proprietary information of Alliant Insurance Services, Inc. (Alliant) and is protected by trade secret and other applicable laws. The recipient of this proposal agrees that this information will only be used in connection with the review and consideration of this proposal and may not be copied or shared with any other person or entity other than the recipient. If the recipient is requested, whether by subpoena, court order, public records or freedom of information request, to disclose any part of this proposal, the recipient shall promptly notify Alliant of such request, prior to any disclosure, so that Alliant can, at its option, take steps to protect the confidential and proprietary information contained in this proposal. The breach of this confidentiality obligation may result in irreparable harm to Alliant and, as such, the recipient acknowledges and agrees that Alliant shall be entitled to pursue all available legal and equitable remedies, including injunctive relief, without the requirement to post a bond, in the event of a breach.

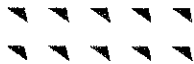
DISCLAIMERS AND DISCLOSURES

Changes in Services: If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this RFP response will be adjusted accordingly.

Transparency and Disclosure: Upon Client's reasonable request, Alliant will disclose Commissions it receives, where possible, in connection with any insurance placements on behalf of Client under Alliant's "Transparency and Disclosure" policy, a copy of which is made available upon request. Pursuant to its policy, Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of its clients. In addition, Alliant's conflict of interest policy precludes it from accepting any form of broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant's clients.

Services Included in Cost of Premium: In addition to the compensation described in this RFP response, Alliant and/or its related entities may receive additional compensation for underwriting, program administration, and other services that are (a) provided to either Client or the insurance carrier, (b) not contracted for directly by Client, and (c) outside the Scope of Services. This additional compensation, if any, will be included in the cost of the premium Client pays to the carrier and accordingly, will create no additional cost for Client. Notwithstanding this paragraph, any services contracted for directly by Client may be subject to additional costs.

Indirect Income: With exception, Alliant may also receive income because of a contingent or supplemental income agreement with the insurance carriers. Client may opt-out of having its premiums included in the calculation of indirect income by accessing the "opt-out" form from the link on Alliant's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that indirect income, if any, is determined by insurance carriers, and if the Client does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information regarding the make-up of any indirect income payment is at the carrier's discretion.



Qualifications of Firm

Firm Description & History

Alliant Insurance Services, Inc. (Alliant) is a private corporation that is majority employee-owned, with the remaining investment provided by Stone Point Capital LLC and other investors. Established in 1925, Alliant is the 5th largest brokerage and consulting firm in the United States. Our organization spans multiple sectors, industries, and geographies, providing services such as employee benefits, property and casualty, workers' compensation, surety, and financial products to over 27,000+ clients nationwide. We operate from 130+ offices across the United States, with our corporate headquarters in Irvine, California.

Our philosophy is "National in Scope, Local in Service," combining the resources and expertise of a national consultant with the responsiveness and hands-on service of a local broker. Alliant has deep and longstanding relationships with Anthem Blue Cross and Blue Shield, as well as Delta Dental, Mutual of Omaha, and other carriers currently serving City of Neosho employees - ensuring continuity and leveraging our market influence for the City's benefit.

Missouri Market Presence

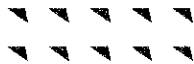
Alliant's Kansas City and Springfield, Missouri offices serve as the hub of our Midwest Public Sector practice. Our team brings firsthand knowledge of the Missouri municipal benefits marketplace, including relationships with Missouri-based carriers and familiarity with state regulatory requirements governing public sector health plans. Our dedicated Missouri servicing office is located at 205 Park Central E, Suite 307, Springfield, MO 65806 - positioned to provide the City of Neosho with local, responsive service.

Established Anthem Relationship

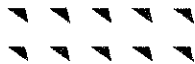
Alliant holds Board of Advisor membership with all national health plans, including Anthem Blue Cross and Blue Shield. Our team maintains direct working relationships with Anthem's regional leadership across Missouri and the broader Midwest. This positions Alliant to negotiate competitive renewals, resolve service issues promptly, and advocate effectively for City of Neosho employees. We are fully prepared to assume broker-of-record standing with Anthem and all current City of Neosho carriers upon award.

Public Sector Focus

Alliant has over 1,000 public entity clients, including cities, counties, special districts, school districts, and K-12 institutions. Our dedicated Public Sector team was built specifically to serve the unique needs of government employers. Capabilities unique to our public entity clients include:



- Public Sector Pharmacy Collective for reduced Rx spend
- Public Sector Stop Loss Captive for self-funded clients
- Dedicated Public Sector Compliance Team with attorneys on staff
- Comprehensive municipal benchmark reports comparing benefit levels to comparable Missouri cities
- Telemental Health and EAP cooperative programs
- No-cost enrollment system and benefit advocacy center
- In-house actuarial team at no additional cost to clients



Qualifications of Staff

City of Neosho will have a dedicated, named service team with no shared or rotating account managers. The following professionals will be assigned to serve the City:

Role	Name	Responsibilities	Exp.
Executive Sponsor	Nick Long	Strategic direction & oversight	20+
Lead Consultant	Riley Nizzi	Primary day-to-day advisor; carrier liaison	20+
Underwriting Consultant	Brandon Gassner	Renewal analytics, claims reporting, financials	15+
Pharmacy Consultant	Adam Syfrett	Rx program review and cost management	10+
Account Manager	Kim Davis	Open enrollment, employee communications, day-to-day service	20+
Benefits Analyst Lead	Joy Crump	RFP development, benchmarking, market evaluation	30+
Compliance Counsel	Kristine Blanco	Regulatory compliance, COBRA, HIPAA, ACA	16+

Team Biographies

Nick Long <i>SVP, Director of Public Sector</i> 281-773-8954 Nick.Long@alliant.com	Nick leads Alliant's Public Sector Practice nationwide. He began his career as a Sales Vice President in Aetna's Public Sector Division, then co-founded the Garza Long Group, a boutique consulting firm exclusively serving large Texas Public Sector employers. In 2013 the firm merged with Gallagher, where Nick led the Public Sector team to become the largest such practice in the Southwest. In late 2022, Nick joined Alliant to deliver a higher-touch, less margin-focused client experience. Nick holds a BBA and MBA from the University of Texas at Austin, and currently serves as Mayor of League City, Texas, bringing a uniquely firsthand understanding of the needs of municipal
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	government employers. He has 20+ years of public sector benefits experience.
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Riley Nizzi <i>VP, Benefits Consultant</i> 913-544-4831 Riley.Nizzi@alliant.com	Riley Nizzi is a seasoned benefits consultant with nearly a decade of experience advising large organizations on the design, optimization, and communication of their employee benefits programs. Riley specializes in employee benefit education, helping clients implement programs that translate intricate benefit details into clear and engaging communications that empower their employees to be educated healthcare consumers. Riley will serve as the primary day-to-day contact for City of Neosho HR staff and as the lead carrier liaison with Anthem, Delta, Mutual of Omaha, Allstate, and MASA.
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Brandon Gassner <i>Lead Data Analyst, Underwriting</i> 737-236-5111 Brandon.Gassner@alliant.com	Brandon serves as Team Lead Data Analyst with 15+ years of industry experience. He oversees analytic processes, processing renewals, analyzing marketing, preparing financial and utilization reporting, and assessing each carrier's underwriting philosophy. He graduated from Texas State University with a bachelor's degree in finance. Brandon will lead renewal negotiations with all current carriers and deliver annual financial projections to support City of Neosho budget planning.
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Adam Syfrett, PharmD, MBA <i>VP, Pharmacy Consultant</i> adam.syfrett@alliant.com	Adam Syfrett is a Vice President and Consultant within Alliant's National Employee Benefits Pharmacy Consulting Practice. He joined Alliant in September 2020 and holds a Doctorate of Pharmacy and MBA from Auburn University. Adam reviews both pharmacy and medical claims data to ensure employees use the most cost-effective site and channel of care, develops clinical program strategies, and manages specialty pharmaceutical costs. He maintains an active pharmacy license in Alabama.
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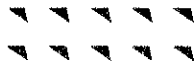
Kim Davis <i>Account Manager</i> Kim.Davis@alliant.com	Kim Davis brings 20+ years of employee benefits experience and serves as the operational backbone of the service team. Kim supports all aspects of daily program operations including coordination of services, vendor liaison activities, open enrollment administration, and employee communications. Kim will be the City's primary point of contact for day-to-day issues and will ensure rapid resolution of any service or eligibility matters.
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Joy Crump <i>Benefits Analyst Lead</i> 770-325-6604 Joy.Crump@alliant.com	Joy Crump is an experienced benefits analyst with 30+ years in the employee benefits industry, including 12 years of dedicated public sector focus. Joy specializes in evaluating clients' benefit programs and proposing solutions tailored to their specific needs. She studied at Kennesaw State University and is based in the Atlanta metro area. Joy will lead RFP development, benchmarking, and market evaluation efforts on behalf of the City.
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Kristine Blanco <i>Director of Compliance / Employee Benefits Counsel</i>	Kristine Blanco heads Alliant's national benefits compliance department with 16+ years of experience. She directs ongoing research and communication programs providing compliance information, guidance, and training to Alliant clients and staff. Kristine's team provides compliance support under Healthcare Reform, COBRA, HIPAA, Cafeteria Plans, Medicare, as well as compliance issues specific to public sector plans. The City of Neosho will receive weekly compliance alerts, quarterly webinars, and direct access to Alliant's compliance attorneys.
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Regulatory & Disciplinary Matters

There have been no investigations or disciplinary actions taken or currently pending against Alliant or any individuals employed by Alliant by any national or state regulatory body that would materially impact our ability to provide the services described in this bid.



Technical Approach & Scope of Services

Continuity of Current Benefits

Alliant understands that the City of Neosho's priority is continuity of coverage for employees with minimal disruption. Our immediate actions upon appointment as broker of record will be:

- Deliver broker-of-record letters to Anthem Blue Cross and Blue Shield, Delta Dental and Vision, Mutual of Omaha, Allstate, and MASA within 5 business days of written authorization
- Introduce Alliant team members to all carrier contacts and establish direct service relationships
- Request and review all plan documents, binders, current contributions, and renewal history
- Present an annual renewal calendar to HR and City leadership

Alliant's goal is to have a fully operational service structure in place well in advance of the October 1, 2026 renewal date, providing the City's HR team with ample time to evaluate options, communicate changes, and administer open enrollment.

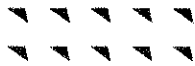
Annual Renewal & Marketing Process

Each year, Alliant will deliver a structured renewal management process:

- Pre-renewal strategy meeting with HR to establish goals and priorities
- Comprehensive analysis of carrier renewal proposals across all lines: health (Anthem), dental/vision (Delta), disability (Mutual of Omaha), voluntary (Allstate), and ambulance (MASA)
- Marketing and benchmarking against comparable Missouri municipalities to ensure competitiveness
- Negotiation with all incumbent carriers and, where appropriate, solicitation of alternative markets
- Detailed comparison report presented to City leadership with recommendations
- Support for City Council or governing body presentations as requested

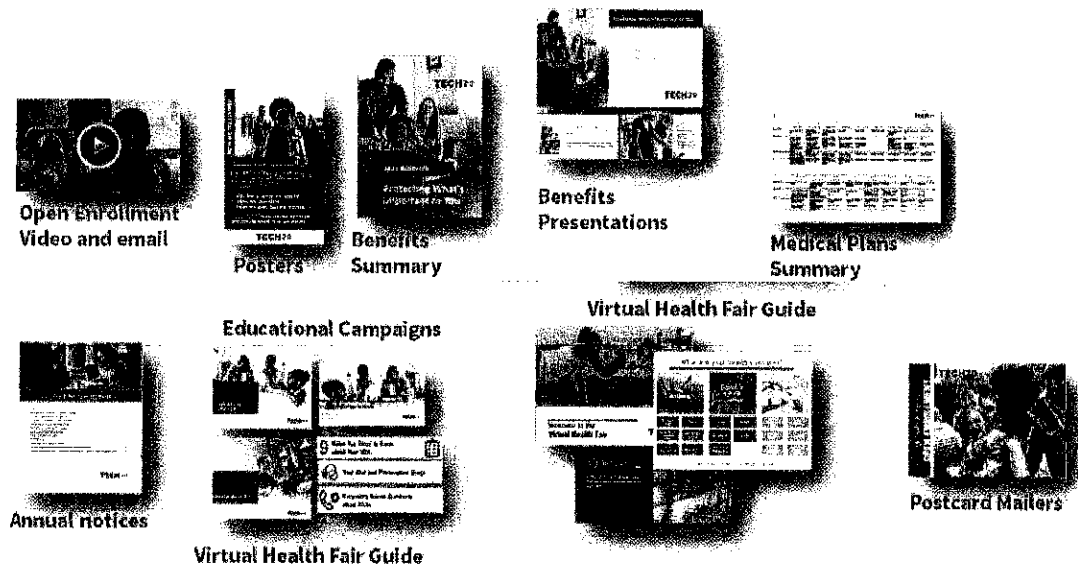
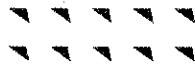
Open Enrollment Support

Alliant provides comprehensive open enrollment support at no additional cost, including:



- **MyBenefits.Life:** MyBenefits.Life is a single, one-stop portal and mobile app for employees and their dependents to interact with all the benefits you offer. Forget about having to piece together every one of your service providers to try to create a unified employee experience. MyBenefits.Life is essentially your own HR portal. Alliant and/or the City can create the content needed to communicate changes to benefits, open enrollment news, tips for new hires, and new company policy and easily notify them of the changes. MyBenefits.Life makes getting the information uncomplicated and available whenever it is needed. From plan summaries and benefit highlights to holiday schedules and pay dates, it is right at your employee's fingertips—via their computer, tablet, or smartphone (iOS and Android).
- **Benefits Guides:** A simple design and standard text that can be customized for various associate groups/locations. This brochure may be distributed as a PDF, posted online, and/or printed and distributed. We can also work with the City marketing team to incorporate your brand standards. Alliant's Campaign Builder includes a wide range of communications tools (e.g., guided presentations, flip books, etc.) that can be customized to the City.
- **Postcards:** For companies that want to send out announcements ahead of open enrollment, we can develop postcards that coordinate with the look of the Benefits Summary, professionally print them, and have them mailed to employees' homes (printing and mailing costs are passed through, at cost, to the City).
- **Posters:** Worksite posters are an effective way to remind employees about open enrollment dates and action steps. Campaign Builder includes poster designs to round out your campaign.
- **Open Enrollment Email Announcements:** We prepare a series of emails leading up to open enrollment to communicate benefit changes, action steps, meeting schedules, and anything else that your employees need to know to complete enrollment.
- **Open Enrollment Presentations:** During open enrollment, Alliant takes an active role in supporting the entire process from start to finish. We prepare an engaging open enrollment presentation summarizing the benefit changes for the coming year and highlighting any benefits on which you want employees to focus.
- **Videos:** We create educational videos on a variety of topics to help your employees and dependents understand their benefits.

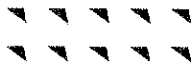
All the communications noted above are custom-branded and are included in our full-service platform at no additional cost for creation and design (printing and shipping costs are separate, if applicable).



Ongoing Service Model

Throughout the three-year contract term, the City of Neosho can expect:

- Monthly carrier liaison calls and issue management
- Quarterly claims analytics and financial reports (where claims data is available)
- Annual compliance calendar and regulatory update communications (COBRA, HIPAA, ACA, FMLA)
- Annual benchmarking comparison to comparable Missouri cities
- After-hours and weekend availability for urgent matters
- Attendance at Council and staff meetings as requested



Pricing

Alliant is proposing a \$30,000 annual fee plus commissions on voluntary products.

Why Alliant for City of Neosho

Alliant is uniquely positioned to serve the City of Neosho because we combine the scale and market leverage of a top-5 national broker with the responsiveness of a local team that is deeply committed to public sector clients in Missouri and across the country.

Key differentiators for this engagement:

- Established Anthem Blue Cross and Blue Shield relationship - direct access to regional leadership enabling superior negotiating outcomes and rapid service resolution
- Continuity-first approach - our team will assume broker-of-record responsibilities seamlessly, maintaining all current plan structures and carriers while improving service and oversight
- Dedicated Missouri servicing office in Springfield - local proximity for onsite support during open enrollment and as requested throughout the year
- 100% public sector focus - Alliant's dedicated Public Sector team serves 1,000+ governmental entities; we bring proprietary programs and benchmarking tools designed exclusively for municipalities like the City of Neosho
- Employee-owned firm working for clients, not shareholders - our incentives are aligned with the City's success, not commissions or carrier override arrangements
- No additional fees for analytics, compliance support, benchmarking, or open enrollment communications - comprehensive service is included in our standard scope

We appreciate the opportunity to submit this bid and look forward to the possibility of serving the City of Neosho, its employees, and their families. Please contact us directly with any questions.

Nick Long

SVP, Director of Public Sector

Alliant Insurance Services, Inc.

April 17, 2026

About Alliant

Alliant Insurance Services is one of the nation's leading insurance brokerage firms and one of the top 10 largest US brokers, helping clients meet challenges in risk management, property and casualty insurance, and domestic and global benefits. With over 130 offices nationwide, Alliant offers a comprehensive portfolio of innovative and forward-thinking services to businesses in a wide range of industries.

alliant.com

CA License No. 0C36861

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BID FORM

Cost of Services & Compensation Structure

Bukaty Companies proposes a **flat annual fee of \$15,000** to provide comprehensive brokerage and consulting services for the City of Neosho's medical plan.

This fee structure is designed to deliver full-service support while maintaining transparency and alignment with the City's financial goals. Our services under this fee include, but are not limited to:

- Renewal marketing and negotiation with Anthem Blue Cross and Blue Shield
- Strategic plan analysis and cost-containment recommendations
- Employee education and open enrollment support (on-site and/or virtual)
- Ongoing compliance guidance and legislative updates
- Claims analysis, reporting, and utilization review
- Day-to-day service support and vendor coordination

Ancillary Lines of Coverage

For dental, vision, disability, and voluntary benefits—including current carriers such as Delta Dental, Mutual of Omaha, Allstate, and MASA—Bukaty Companies will **accept the standard commission structure currently in place**.

This approach ensures:

- **No additional cost** to the City for ancillary coverages
- **Continuity of existing carrier relationships and plan designs**
- **No disruption to employees**

Commitment to a Seamless Transition

Bukaty Companies is committed to delivering a **smooth, disruption-free transition**. Our team will work closely with the City and all incumbent carriers to:

- Maintain current plan designs and provider networks where desired
- Ensure continuity of care for all enrolled employees and dependents
- Coordinate all implementation details directly with carriers and vendors
- Provide clear, proactive communication to employees throughout the process

Our goal is to **enhance service, improve plan performance, and reduce administrative burden**—all while preserving the stability your employees rely on.

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

COMPANY: Bukaty Companies

ADDRESS: 4601 College Boulevard, Suite 100 Leawood, KS 66211

PHONE: 913-653-8360

EMAIL: eahlvers@bukaty.com

BY: Emily Ahlvers

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bukaty Companies, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4601 College Blvd; suite 100

6 City, state, and ZIP code

Leawood, KS 66211

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 8 - 1 2 2 4 3 7 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Justin Meyer

Date ►

2-25-26

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Bukaty Companies LLC
4601 College Blvd Suite 100
Leawood KS 66211

01903

STATE OF MISSOURI
CITY OF NEOSHO



CITY LICENSE

This is to certify that: ***Bukaty Companies LLC***

Located at: **4601 College Boulevard Ste 100, Leawood, KS 66211**

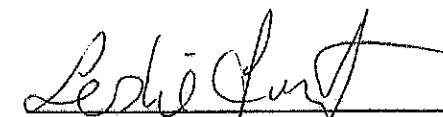
Complies with the Ordinances of the City of Neosho, Missouri, respecting licenses, and therefore the City grants a

Business License

Commencing the 4/9/2026 and ending 9/30/2026.

IN WITNESS WHEREOF, I have set my hand and affixed the
Seal of the City of Neosho, Missouri 4/9/2026.

SEAL


_____, Authorized Signature

_____, Attest

_____, License Clerk

LICENSE MUST BE CONSPICUOUSLY DISPLAYED
LICENSE NOT TRANSFERABLE



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Bukaty Companies (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218:

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly-hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 405533

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 405533

Approved by:

Employer Bukaty Companies	
Name (Please Type or Print) Mary M Amundsen	Title
Signature Electronically Signed	Date 03/31/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/31/2011



Company ID Number: 405533

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bukaty Companies
Company Facility Address	4601 College Boulevard Leawood, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	481224371
North American Industry Classification Systems Code	524
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 405533



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

KS 1



Company ID Number: 405533

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

Name Linda MacDonald
Phone Number 9133450440
Fax
Email lmacdonald@bukatv.com

Name Mary M Amundsen
Phone Number 9133450440
Fax 9133452608
Email mamundsen@bukatv.com



Company ID Number: 405533



This list represents the first 20 Program Administrators listed for this company.

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-25: Airport Land Lease Agreement with Air Methods

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2026-25 Airport Land Lease Agreement_Air Methods

PURPOSE:

To consider approval of an aircraft hangar site lease agreement between the City of Neosho and Air Methods, LLC to allow construction and operation of an air ambulance hangar at the Hugh Robinson Memorial Airport.

BACKGROUND:

The City of Neosho has been approached by Air Methods, LLC, an air medical transport provider, regarding a proposed long-term aircraft hangar site lease at the airport. Air Methods provides emergency air ambulance services and seeks to establish a permanent operational base at the airport to support medical response capabilities in the region.

The proposed lease would grant Air Methods the right to lease approximately 37,026 square feet (0.85 acres) of airport property for the purpose of constructing and operating an aircraft hangar and associated facilities. The lease term is ninety-nine (99) years, with provisions for construction, use, maintenance, and compliance with all applicable federal, state, and local requirements, including FAA regulations, city building codes, and airport standards.

RECOMMENDATION:

Staff recommends approval of the land lease agreement with Air Methods and to authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Aircraft Hangar Site Lease Agreement with Air Methods, LLC, a Delaware 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.

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

Section 1. That the Aircraft Hangar Site Lease Agreement with the City of Neosho as Lessor and Air Methods, LLC, a Delaware 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 May, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

AIRCRAFT HANGAR SITE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this as of day of 202 (“EFFECTIVE DATE”), between THE CITY OF NEOSHO HUGH ROBINSON MEMORIAL AIRPORT, hereinafter referred to as the “City”, and Air Methods, LLC, a State of Delaware 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. That the City of Neosho shall be the “Lessor”, and the “Lessee” desires to lease from the City certain real property hereinafter referred to as the “premises”.
3. The parties desire to enter into a lease agreement 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, ~~LOT DESCRIPTION~~ LOT DESCRIPTION as shown on Exhibit “A” attached hereto and made a part thereof, with rights of the designated Taxiway reserved to the City for Airport use.
2. The term of this lease shall be for a period of ninety-nine ~~ninety-nineteen~~ (99) ~~(991099)~~ years, commencing on the Effective Date, unless earlier terminated as provided for herein, and This lease shall expire on the day immediately preceding the tenth (10th) anniversary of the Effective Date ending the day of , 20 at 12:00 midnight unless otherwise extended by the parties in writing. Lessee may terminate this lease without cause and without any liability, upon one hundred eighty (180) days’ prior written notice to the City.
2. —
3. It is mutually agreed and understood that the Lessee has entered into a certain proposal for the construction of an aircraft hangar 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 complete the construction of said building. If construction is not completed within said one-year period, this timeframe shall automatically be extended so long as construction has begun and the Lessee is actively engaged in the ongoing 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.
5. Additionally, Lessee may place a City approved modular building to be used as overnight crew sleeping quarters upon the above-described premises.
6. 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 \$3,702.00 per year (ANNUAL LEASE AMOUNT) ($\$0.10 \times 37,026$ sq. ft. or 0.85 acres) payable annually in advance, the first of said payments being due upon the execution of this lease at the prorated amount of \$-2,468.00 , 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 aviation turbine fuel ("ATF") within the area described in Exhibit "A", specifically the [REDACTED] foot by [REDACTED] foot area designated. In addition to annual rents, Lessee will pay at least quarter annually, \$0.05 per gallon of ATF delivered for Lessee's use, as determined by a deliverable's invoice provided by Lessee to the City.~~

7. 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.
8. 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.
9. 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.
10. 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 operation of an air ambulance service 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.
11. 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.
12. 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.)
13. 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, except to the extent such loss, injury, death, or damage is caused by the negligence or willful misconduct of the City, its officers, employees, or agents. Lessee shall indemnify the City against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death or damage, except to the extent

such loss, injury, death, or damage is caused by the negligence or willful misconduct of the City, its officers, employees, or agents.

14. In no event shall either party, its employees, agents, or contractors be liable under this lease to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

DEFAULT: 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 the event that either party defaults under the terms of this lease, the non-defaulting party shall give the other written notice specifying the nature of the default and the defaulting party shall have thirty (30) days after receipt of such notice to cure said default. Any default which shall continue uncured shall give the non-defaulting party the right to terminate the lease immediately, in addition to all available rights or remedies in law or in equity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affix their respective signatures as of the dates set forth below, intending for this lease to be effective on the EFFECTIVE DATE first above written.

By _____
Mayor Or City Manager

Date: _____

“LESSOR”

By: AIR METHODS, LLC

Name: _____

Title: _____

Date: _____

“LESSEE(S)”

ATTEST: _____

City Clerk

SEAL:

EXHIBIT "A"

For purposes of this lease, the premises shall be the red square set forth in the picture below, which is located at Neosho Hugh Robinson Memorial Airport - 1400 Terry Johnson Dr, Neosho, MO 64850. Notwithstanding the foregoing, the parties hereby agree that an official survey of the premises and surrounding property will be conducted following the execution of this lease and that the specific location and coordinates of the premises is subject to change based on the completion of such survey. Should the specific location and coordinates of the premises change due to such survey, the parties will execute an amendment to this Exhibit A that details the revised location and coordinates.

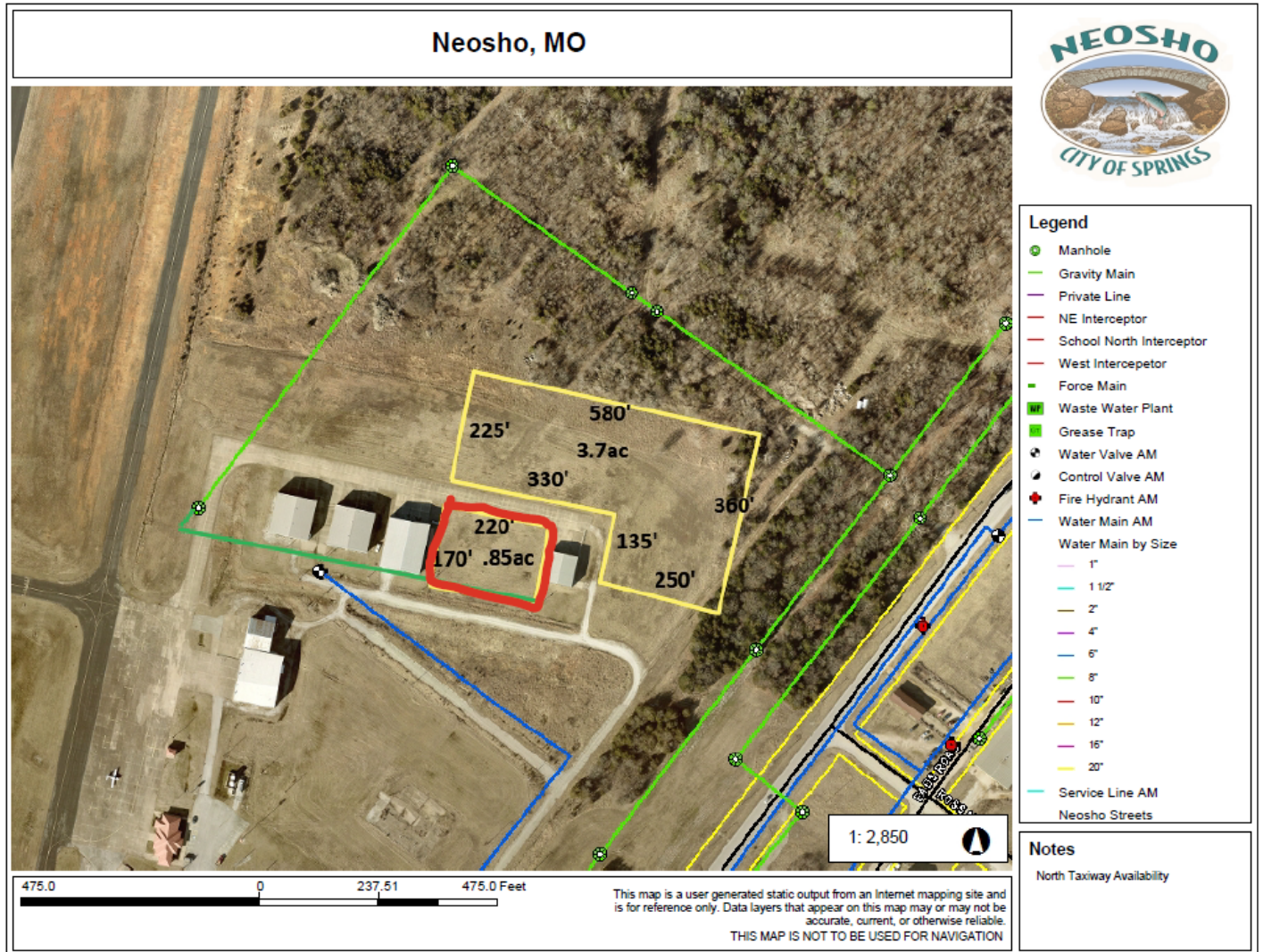
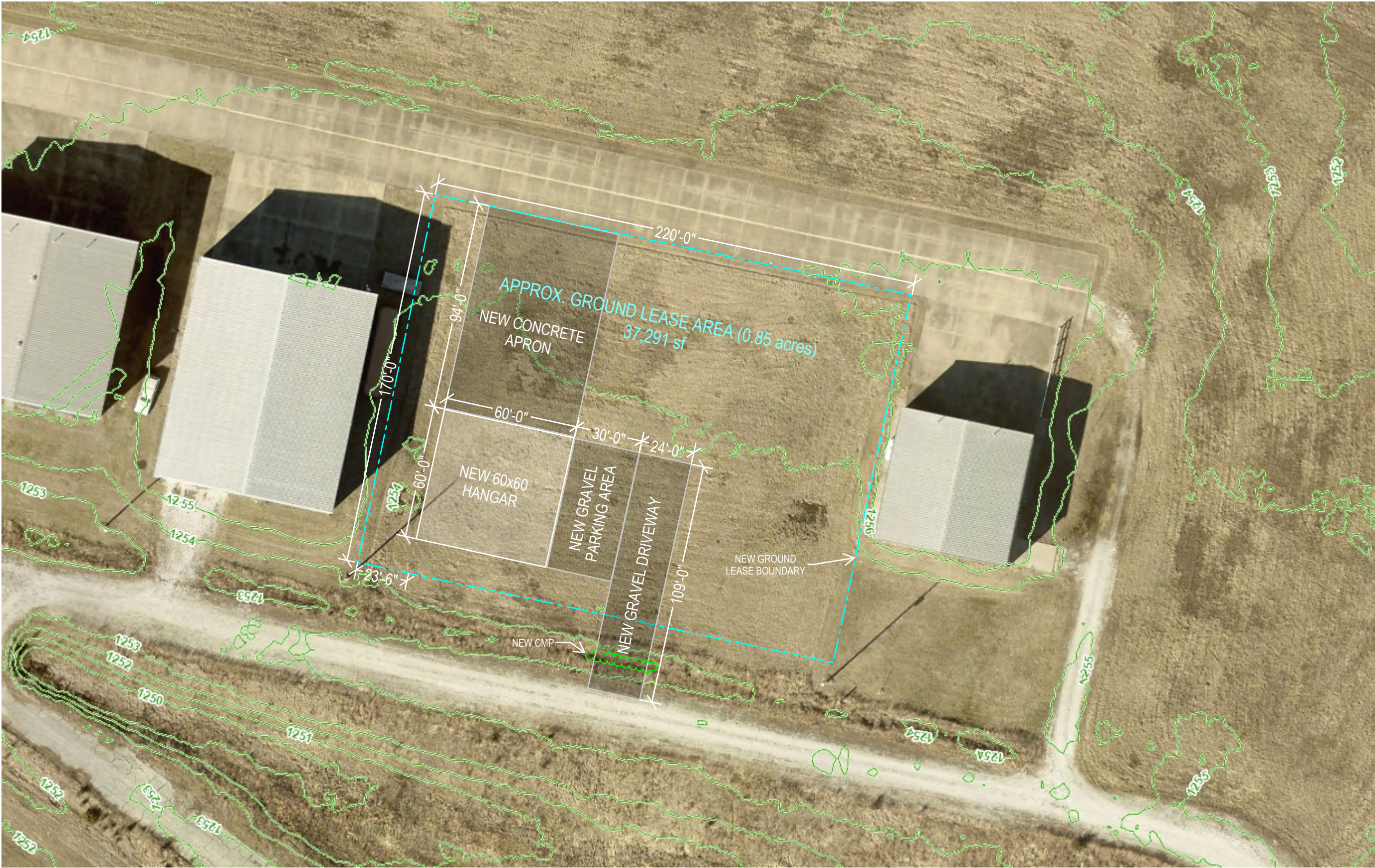


EXHIBIT “B”

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 A: Air Methods - Neosho, MO



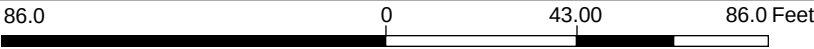
Legend

- Outfall
- Storm Drain
- Drain Line
- Detention Pond
- Backflow Preventer
- Street Light
- Traffic Signal
- Neosho Streets
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
 - <all other values>
- EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating
- 2018 Street Maintenance
 - Maintenance
 - SurfaceWork
 - Other
- 2019 Street Maintenance
 - Maintenance
 - SurfaceWork
 - Other

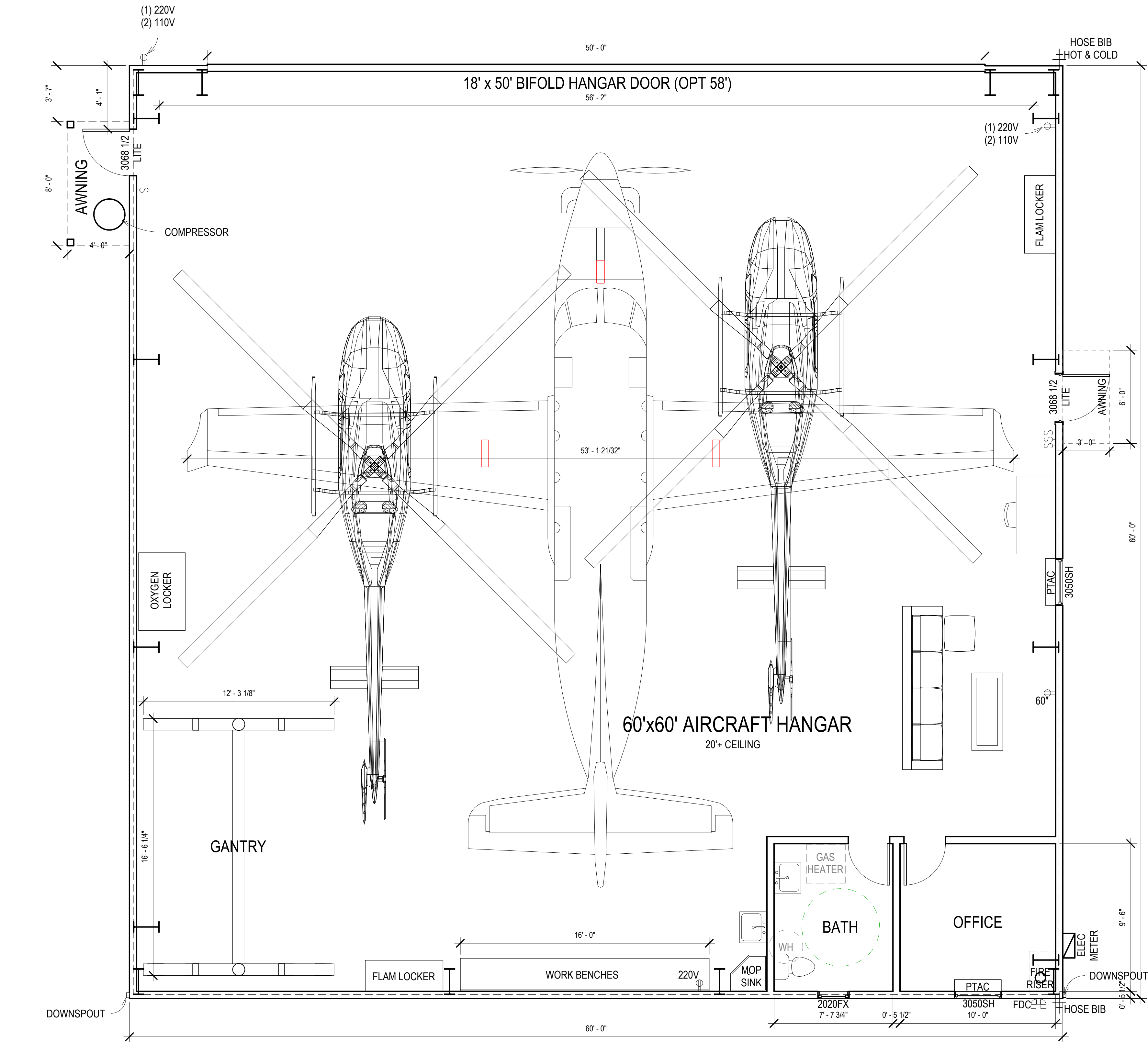
1: 516



Notes



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



① FIRST FLOOR
1/4" = 1'-0"

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-27: Request for Annexation of property located near Highway 86 and Jay Dr.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2026-27 Approving Annexation of 86 & Jay Drive - Built Rite Properties
 2. Built Rite Packet2
 3. PZ Minutes April 14 26
-

PURPOSE:

Requesting annexation into the city limits for utility access.

BACKGROUND:

The property owner is requesting the remainder of this property to be annexed into the city limits at 86 & Jay. The surrounding property is already inside the city limits, the annexation has gone before the Planning and Zoning Commission and was recommended for approval. A public hearing for the annexation of this property was held during the April 21st Council Meeting with no opposition. The property owner is requesting to begin connecting to city utilities at this time for a business that is moving into the building.

RECOMMENDATION:

Staff recommends approving the annexation as requested.

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Built Rite Properties, LLC, a Missouri limited liability company, owner of real property located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

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

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on April 21st, 2026; and

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

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

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

Section 1. That the following described area of land located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

See the Legal Description in Exhibit "A"

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

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

(This space intentionally left blank.)

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

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EXHIBIT A

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

NEOSHO

DEVELOPMENT
SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):NAME(S): Built Rite PropertiesSTREET ADDRESS OWNER(s): 13228 Jay DriveCITY, STATE, ZIP CODE: Neosho MO 64850MAILING ADDRESS: SamePHONE: 479-287-9284OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: Titus Sommers
479-287-9284**PROPERTY INFORMATION:**LOCATION (ADDRESS) OF PROPERTY: 13225 Jay DrARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR BUSINESS(ES) ON PROPERTY:

REQUESTED ZONING: CommercialELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): At&T**REQUIRED ENCLOSURES:**

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

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

OWNER SIGNATURE: [Signature] DATE: 2/5/26OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM/PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

NEOSHO

DEVELOPMENT
SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

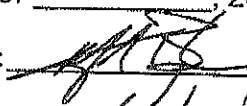
We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

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

(LEGAL DESCRIPTION ATTACHED)

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

Dated this ____ day of _____, 20__.

OWNER SIGNATURE:  DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

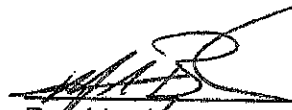
Received By: _____ Date: _____

Time: _____

NEOSHO

DEVELOPMENT
SERVICES

AFFIDAVIT FOR A CORPORATION



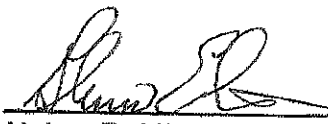
President

Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 5th day of February, 2026, before me personally appeared Mark Ryler, to me personally known, who being duly sworn, did declare that he/she is President of Built Right Brakes LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Ryler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

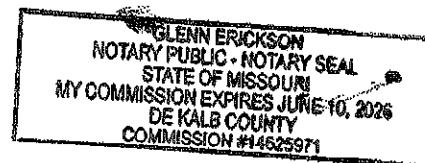
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Winston, MO, the day and year first above written.



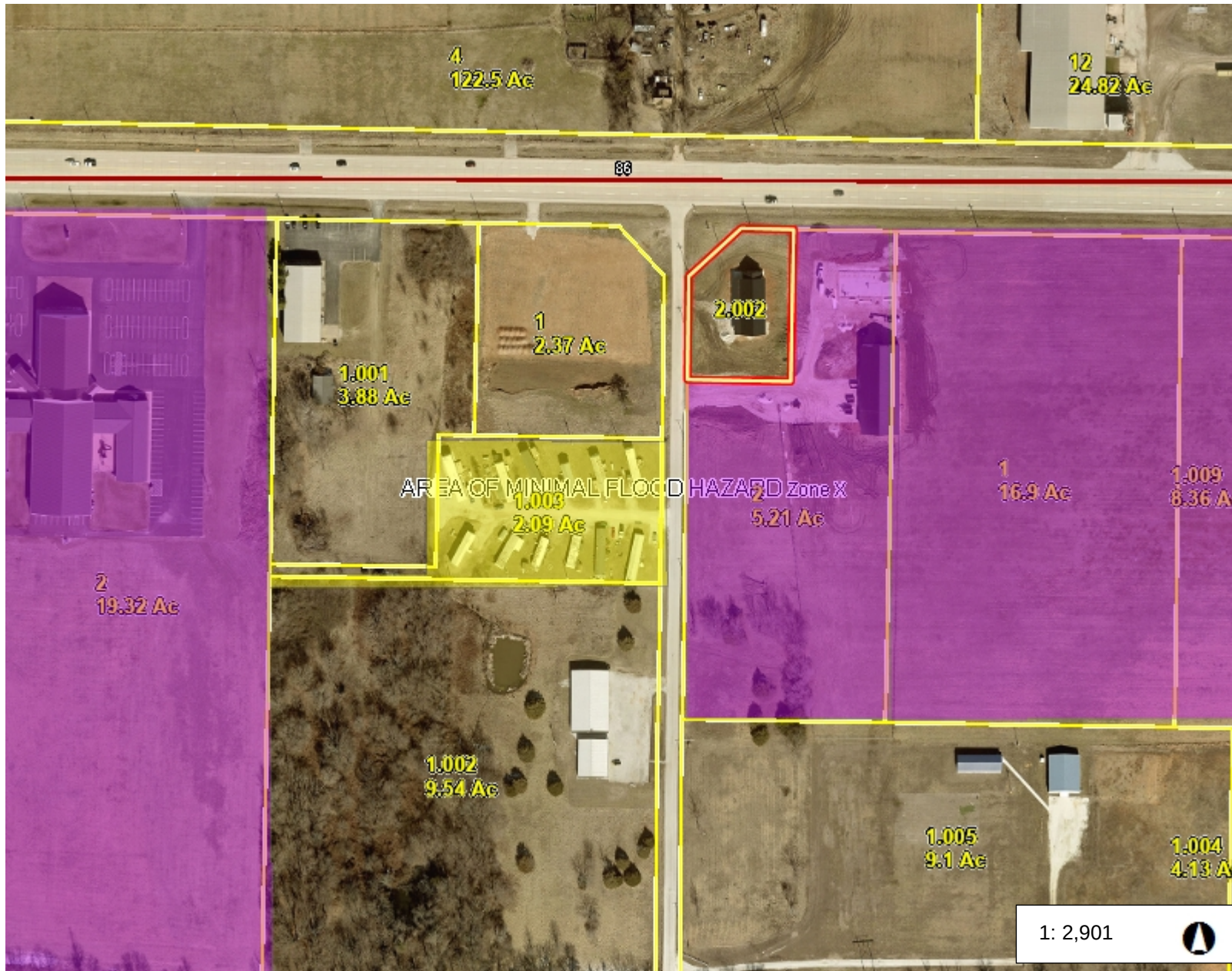
Notary Public
Glenn Erickson

My commission expires:

6/10/2026



Neosho, MO



Legend

Neosho Streets

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

EM Snow Route

Failed

Poor

Fair

Good

Very Good

Edit Road Rating

2018 Street Maintenance

Maintenance

SurfaceWork

Other

2019 Street Maintenance

Maintenance

SurfaceWork

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Notes

483.5 0 241.76 483.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notice of Public Hearing

Planning and Zoning Public Hearing

April 14, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

April 21, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Inquiries please contact:

Adam Worster

City of Neosho

Development Services

(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: 202505270

Type: WD

Pages: 2

Fee: \$27.00 S



Electronically Recorded

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7, 2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning-law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By: _____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
 } ss.
County of Maricopa }

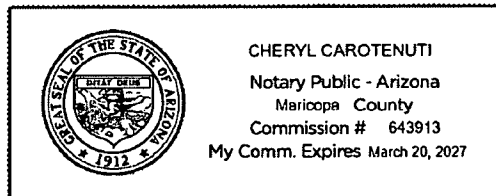
On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Cheryl Carotenuti

Notary Public

My term expires: 03/20/2027



Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

*A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis.
The motion passed unanimously.*

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.
2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

NEOSHO

DEVELOPMENT
SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):NAME(S): Built Rite PropertiesSTREET ADDRESS OWNER(s): 13228 Jay DriveCITY, STATE, ZIP CODE: Neosho MO 64850MAILING ADDRESS: SamePHONE: 479-287-9284OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: Titus Sommers
479-287-9284**PROPERTY INFORMATION:**LOCATION (ADDRESS) OF PROPERTY: 13225 Jay DrARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR BUSINESS(ES) ON PROPERTY:

REQUESTED ZONING: CommercialELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): At&T**REQUIRED ENCLOSURES:**

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

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

OWNER SIGNATURE: [Signature] DATE: 2/5/26OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM/PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

NEOSHO

DEVELOPMENT
SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

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

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

(LEGAL DESCRIPTION ATTACHED)

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

Dated this ____ day of _____, 20__.

OWNER SIGNATURE:  DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

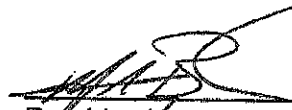
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NEOSHO

DEVELOPMENT
SERVICES

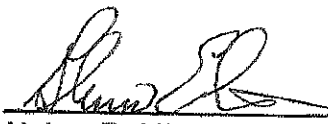
AFFIDAVIT FOR A CORPORATION



President_____
CorporationSTATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

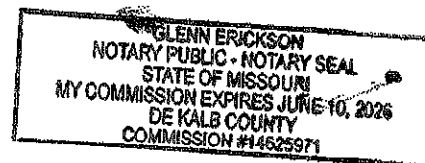
On this 5th day of February, 2026, before me personally appeared Mark Ryler, to me personally known, who being duly sworn, did declare that he/she is President of Built Right Bricks LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Ryler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

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

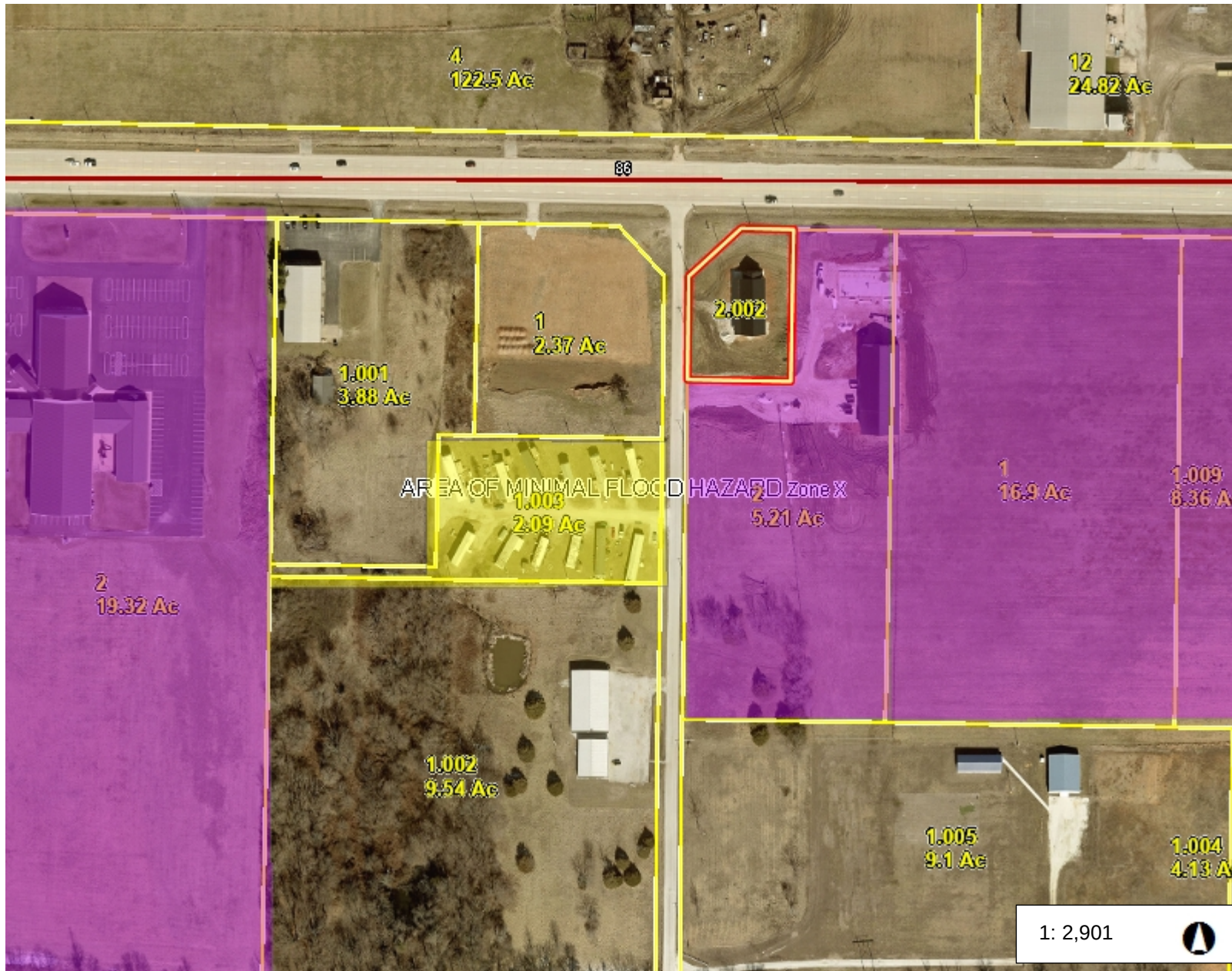


Notary Public
Glenn Erickson

My commission expires:

6/10/2026

Neosho, MO



Legend

Neosho Streets

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
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SurfaceWork

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Notice of Public Hearing

Planning and Zoning Public Hearing

April 14, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

April 21, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

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Inquiries please contact:

Adam Worster

City of Neosho

Development Services

(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: 202505270

Type: WD

Pages: 2

Fee: \$27.00 S



Electronically Recorded

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7, 2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

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Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning-law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By: _____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
 } ss.
County of Maricopa }

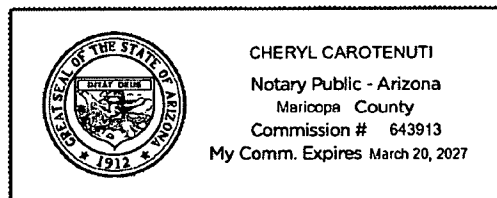
On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Cheryl Carotenuti

Notary Public

My term expires: 03/20/2027



Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

*A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis.
The motion passed unanimously.*

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.
2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-28: Request to Rezone Property located at Highway 86 and Jay Dr from R-1 to C-3

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2026-28 Approving Rezoning of 13225 Jay Dr - C-3 - Built Rite
 2. Built Rite Packet2
 3. PZ Minutes April 14 26
-

PURPOSE:

Requesting to rezone the property from the default R1- Single Family Residential to C3- Commercial Business District.

BACKGROUND:

The property owner previously requested to annex the property into the city limits and the default zoning upon annexation is R1. The property owner is requesting that the property be rezoned to C3- Commercial Business District.

RECOMMENDATION:

Commercial 3 is consistent with the current zoning plan in this area. Staff recommends approval of the rezone as requested.

AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, as requested by the owner, Built Rite Properties, LLC, a Missouri limited liability company, from a District “R-1” First Dwelling House District to a District “C-3” Commercial Business District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Bilt Rite Properties, LLC, a Missouri limited liability company, to rezone property located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri from District “R-1” First Dwelling House District to a District “C-3” Commercial Business District for property legally described as:

See the Legal Description in Exhibit “A”

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

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended for certain property within the limits of the City located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, as requested by the owner, Built Rite Properties, LLC, a Missouri limited liability company and same to be amended and changed from a District “R-1” First Dwelling House District to a District “C-3” Commercial Business District for the property legally described as follows:

See the Legal Description in Exhibit “A”

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

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

(This space intentionally left blank.)

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

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

EXHIBIT A

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

NEOSHO

DEVELOPMENT
SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):NAME(S): Built Rite PropertiesSTREET ADDRESS OWNER(s): 13228 Jay DriveCITY, STATE, ZIP CODE: Neosho MO 64850MAILING ADDRESS: SamePHONE: 479-287-9284OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: Titus Sommers
479-287-9284**PROPERTY INFORMATION:**LOCATION (ADDRESS) OF PROPERTY: 13225 Jay DrARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR BUSINESS(ES) ON PROPERTY:

REQUESTED ZONING: CommercialELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): At&T**REQUIRED ENCLOSURES:**

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

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

OWNER SIGNATURE: [Signature] DATE: 2/5/26OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM/PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

NEOSHO

DEVELOPMENT
SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

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

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

(LEGAL DESCRIPTION ATTACHED)

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

Dated this ____ day of _____, 20__.

OWNER SIGNATURE:  DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

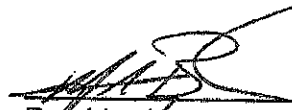
Received By: _____ Date: _____

Time: _____

NEOSHO

DEVELOPMENT
SERVICES

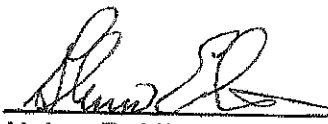
AFFIDAVIT FOR A CORPORATION



President_____
CorporationSTATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

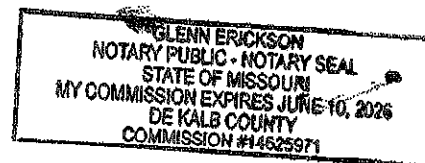
On this 5th day of February, 2026, before me personally appeared Mark Ryler, to me personally known, who being duly sworn, did declare that he/she is President of Built Right Brakes LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Ryler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

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

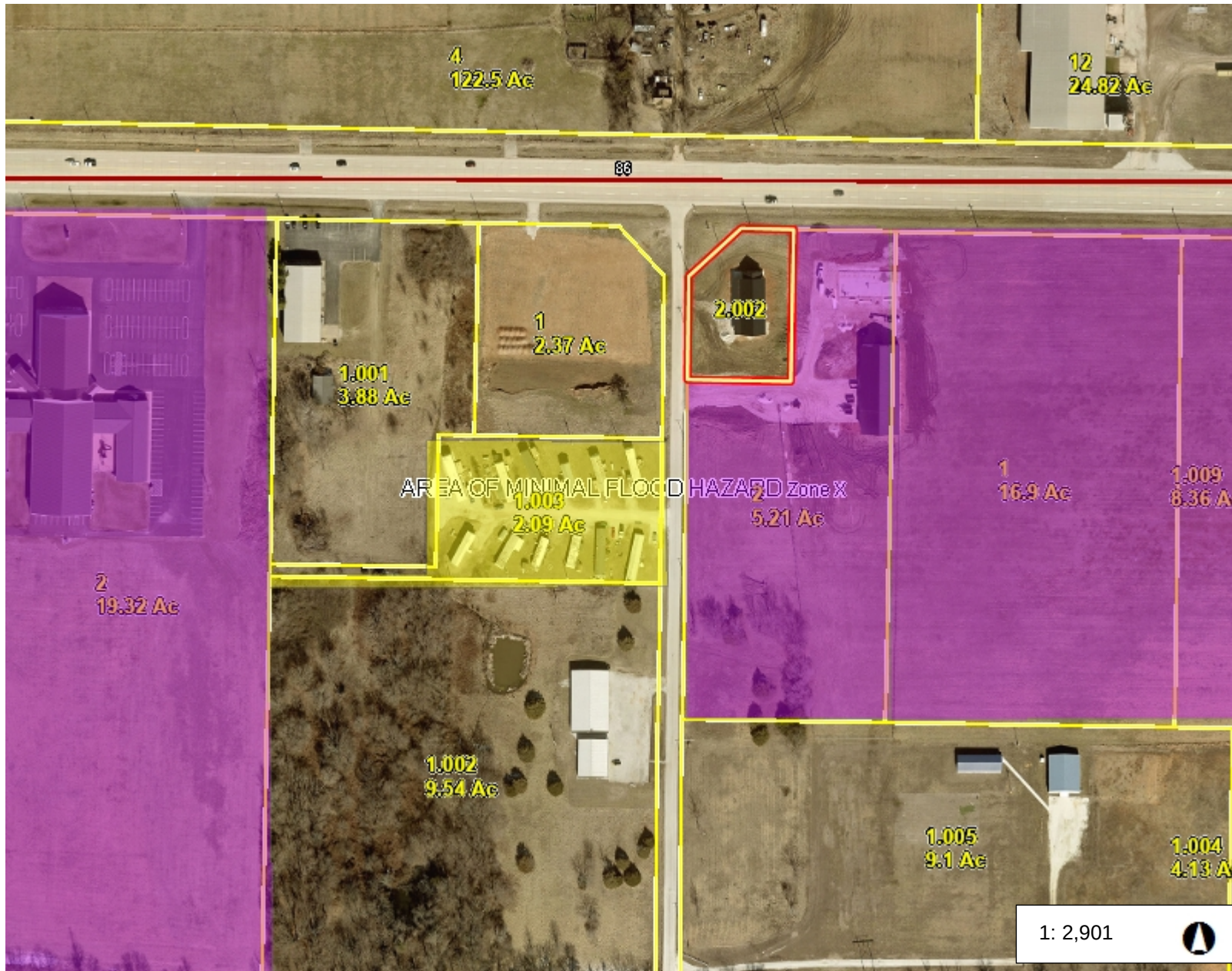


Notary Public
Glenn Erickson

My commission expires:

6/10/2026

Neosho, MO



Legend

Neosho Streets

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

EM Snow Route

- Failed
- Poor
- Fair
- Good
- Very Good
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2018 Street Maintenance

- Maintenance
- SurfaceWork
- Other

2019 Street Maintenance

- Maintenance
- SurfaceWork
- Other

Notes

483.5 0 241.76 483.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notice of Public Hearing

Planning and Zoning Public Hearing

April 14, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

April 21, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Inquiries please contact:

Adam Worster

City of Neosho

Development Services

(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: 202505270

Type: WD

Pages: 2

Fee: \$27.00 S



Electronically Recorded

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7, 2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning-law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By: _____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
 } ss.
County of Maricopa }

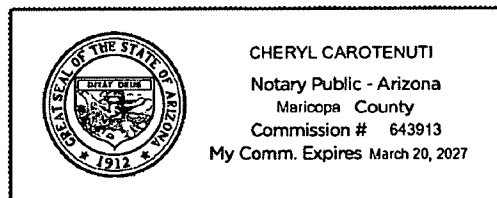
On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Cheryl Carotenuti

Notary Public

My term expires: 03/20/2027



Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

*A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis.
The motion passed unanimously.*

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.
2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

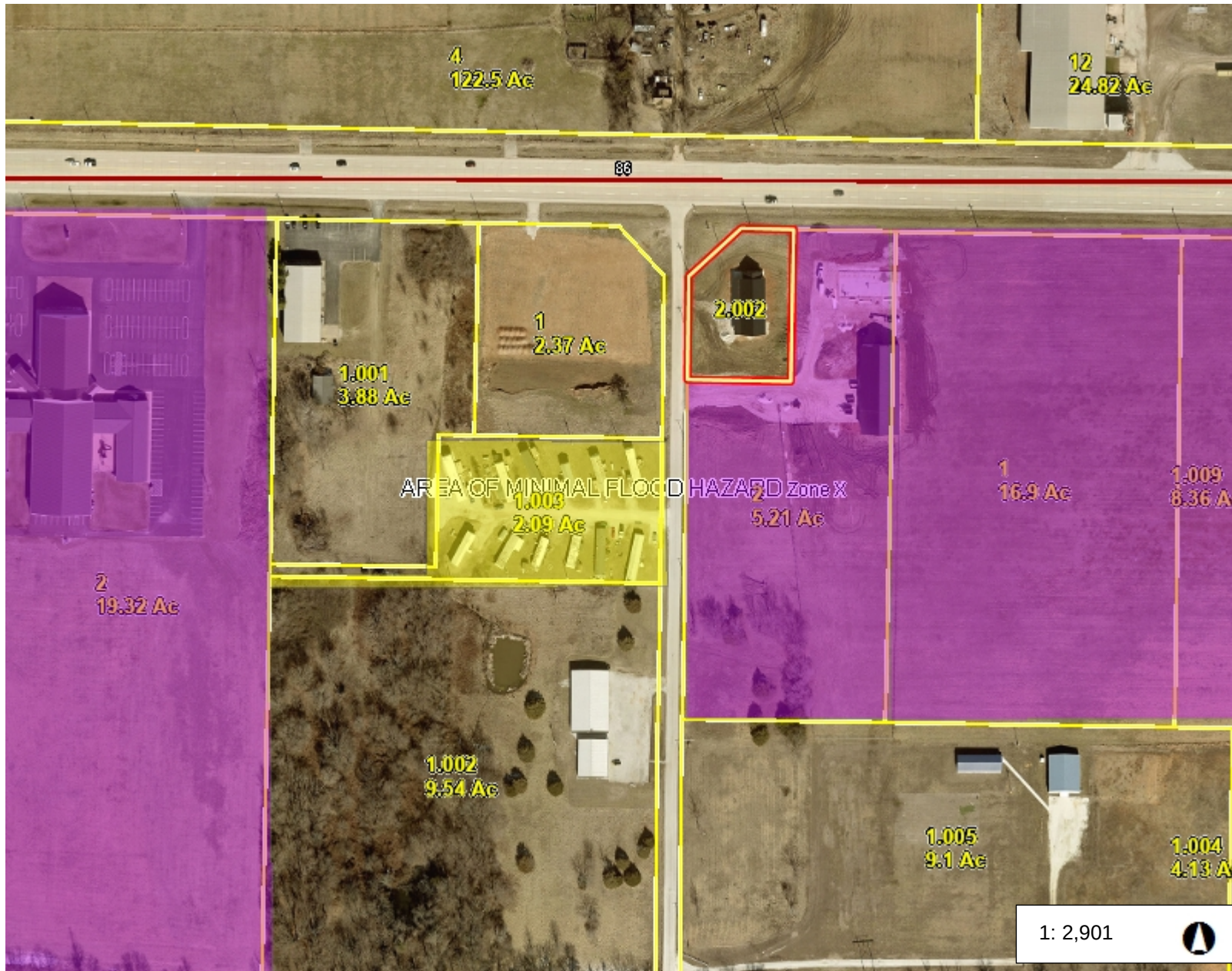
OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

Neosho, MO



Legend

Neosho Streets

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
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Edit Road Rating

2018 Street Maintenance

Maintenance

SurfaceWork

Other

2019 Street Maintenance

Maintenance

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NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

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- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
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Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

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The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

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The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

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Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

NEOSHO

DEVELOPMENT
SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):NAME(S): Built Rite PropertiesSTREET ADDRESS OWNER(s): 13228 Jay DriveCITY, STATE, ZIP CODE: Neosho MO 64850MAILING ADDRESS: SamePHONE: 479-287-9284OWNER(s) REPRESENTATIVE (if applicable): Name, Address, Phone: Titus Sommers
479-287-9284**PROPERTY INFORMATION:**LOCATION (ADDRESS) OF PROPERTY: 13225 Jay DrARE ANY RESIDENCES LOCATED ON PROPERTY: No

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR BUSINESS(ES) ON PROPERTY:

REQUESTED ZONING: CommercialELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): At&T**REQUIRED ENCLOSURES:**

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

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

OWNER SIGNATURE: [Signature] DATE: 2/5/26OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM/PM

☐ Parcel Map Received
 ☐ Application Fee Received
 ☐ Deed Received
 ☐ Publication Fee Received

NEOSHO

DEVELOPMENT
SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

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

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

(LEGAL DESCRIPTION ATTACHED)

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

Dated this ____ day of _____, 20__.

OWNER SIGNATURE:  DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

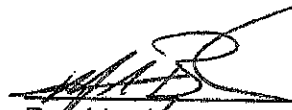
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NEOSHO

DEVELOPMENT
SERVICES

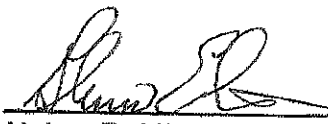
AFFIDAVIT FOR A CORPORATION



President_____
CorporationSTATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

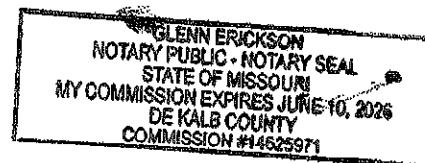
On this 5th day of February, 2026, before me personally appeared Mark Ryler, to me personally known, who being duly sworn, did declare that he/she is President of Built Right Brakes LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Ryler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

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

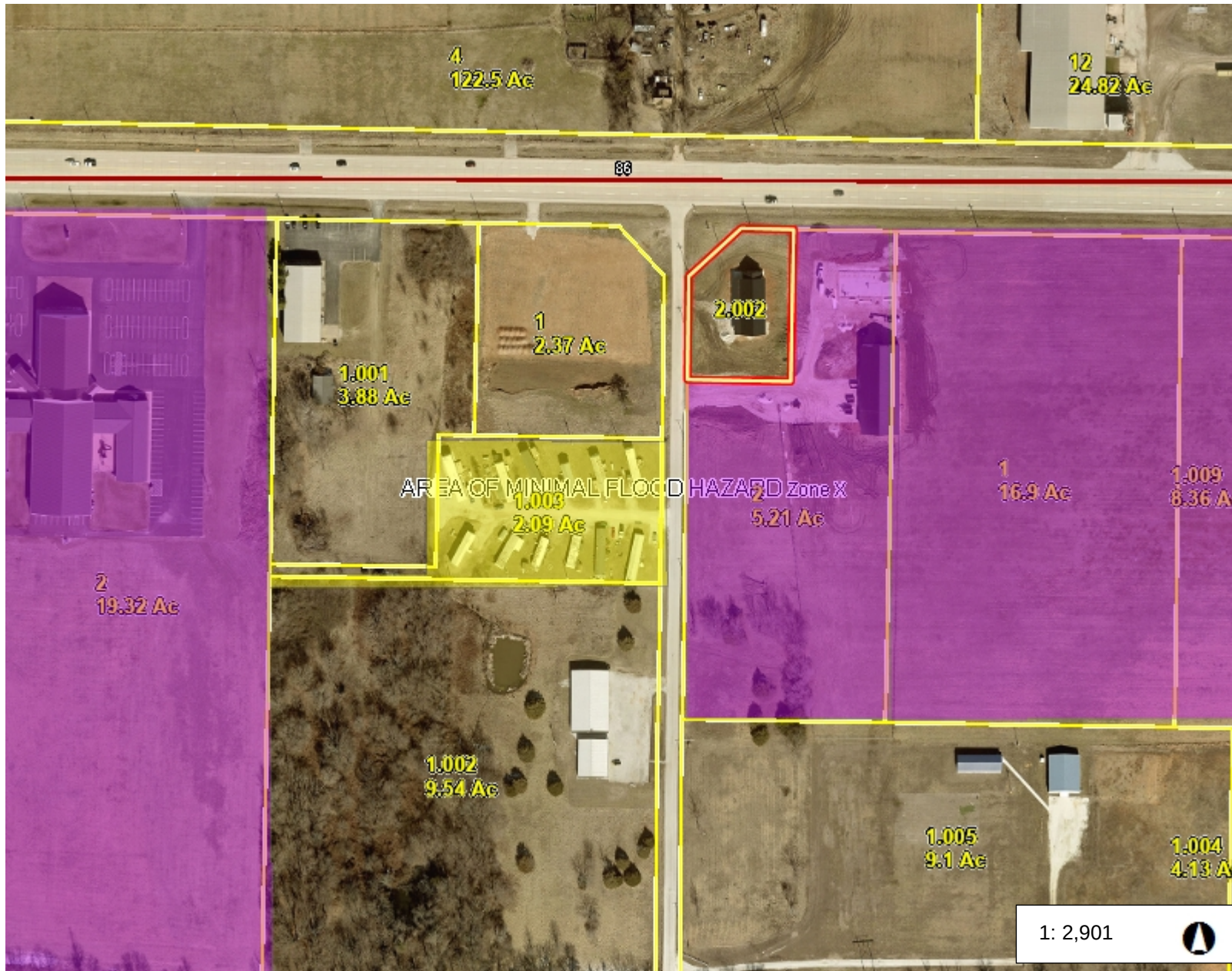


Notary Public
Glenn Erickson

My commission expires:

6/10/2026

Neosho, MO



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Neosho Streets

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Planning and Zoning Public Hearing

April 14, 2026 @ 6:00pm

City Council Chambers

203 East Main Street

City Council Public Hearing

April 21, 2026 @ 7:00pm (Public hearing)

City Council Chambers

203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

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Inquiries please contact:

Adam Worster

City of Neosho

Development Services

(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: 202505270

Type: WD

Pages: 2

Fee: \$27.00 S



Electronically Recorded

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7, 2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning-law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By: _____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
 }
County of Maricopa }

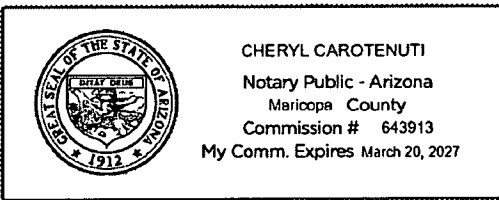
On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti

Cheryl Carotenuti
Notary Public

My term expires: 03/20/2027



Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

*A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis.
The motion passed unanimously.*

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.
2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.
The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-29: Surplus Item- Fire Department

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2026-29 Surplus Suzuki Boat Motor for Fire Dept.

PURPOSE:

The purpose of this agenda item is to surplus a 2021 30HP Suzuki outboard motor.

BACKGROUND:

In 2021, when the Fire Department began the swift water team equipment was purchased by recommendation of other area teams and Mo Dept of Conservation. We leaned heavily on their experience on the equipment we needed to purchase for our team because they were experts in our area with experience and training. We have since found out that one of the pieces of equipment was not correct and needs to be replaced for the safety of our team. We currently have a 30HP Suzuki long shaft motor on our inflatable rescue boat. That motor being so long creates a safety issue for our team while they are in the boat and could cause the boat to capsize. I am requesting this motor be surplussed, and we would be allowed to use it for trade in for a new Suzuki 30HP motor with a short shaft that would allow us to have safer operations.

RECOMMENDATION:

Staf recommends approval to surplus the existing motor.

AN ORDINANCE of the City of Neosho, Missouri declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

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

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

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

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

2021 Suzuki 30hp Boat Motor SN03003F143546

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

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 19th day of May,
2026 by a vote of _____ YES and _____ NO.

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: May 5, 2026**ITEM:** Bill No. 2026-30: Agreement with Lexis Nexis Buy Crash and Auto Check

ORIGINATING DEPARTMENT: Police Department**ATTACHMENT:**

1. **Bill No. 2026-30 Agreement w-LexisNexis - NPD**
 2. **Neosho Police Department LexisNexis Law Enforcement Agreement - PDF**
 3. **Neosho Police Department LN Agency AutoCheck agreement - Q1.V1.19-080122 - PDF**
 4. **Neosho Police Department LexisNexis Order 1 BuyCrash - PDF**
-

PURPOSE:

To seek City Council approval for the Neosho Police Department to enter into a Law Enforcement Agreement and associated service orders with LexisNexis Coplogic Solutions Inc., including the LexisNexis BuyCrash Order and AutoCheck Vehicle History Agreement, and to authorize the **Mayor** to execute all necessary documents to allow continued electronic distribution of traffic crash reports and access to vehicle history tools used in law enforcement investigations

BACKGROUND:

The Neosho Police Department is responsible for the documentation, retention, and lawful distribution of traffic crash reports generated within the City of Neosho. The Department utilizes LexisNexis Coplogic Solutions Inc. to manage these responsibilities through a secure, web-based platform that complies with state and federal privacy requirements, including the **Driver's Privacy Protection Act (DPPA)**.

The **Law Enforcement Agreement** establishes the general terms and conditions under which LexisNexis Coplogic Solutions Inc. provides services to the Neosho Police Department. These terms include system access, data security standards, audit provisions, and compliance with applicable federal and state laws. The agreement authorizes LexisNexis to act on behalf of the Police Department in distributing crash reports to authorized requestors while ensuring that ownership and control of departmental data remain with the City.

Pursuant to this agreement, the **LexisNexis BuyCrash Order** designates LexisNexis as the exclusive online distributor of Neosho Police Department crash reports through the BuyCrash portal. This service allows members of the public, insurance carriers, and other authorized parties to obtain crash reports electronically without requiring in-person requests at the Police Department. There is **no cost to the City** for this service, and the City receives an **agency fee of \$1.25 per report** when applicable. The order has an initial term of thirty-six (36) months with automatic annual renewals unless terminated with proper notice.

In addition, the **AutoCheck Vehicle History Agreement** provides the Police Department with access to Experian AutoCheck vehicle history reports and vehicle monitoring tools through the LexisNexis Command Center. These tools assist officers and investigators by providing vehicle title information, theft indicators, odometer discrepancies, and other relevant vehicle data used in criminal investigations and enforcement activities. This service is provided **at no cost to the City** as long as the LexisNexis agreement remains in effect.

Together, these agreements improve operational efficiency, reduce administrative workload for Police Department

staff, enhance public access to records, and support investigative functions while maintaining compliance with legal and data security requirements.

RECOMMENDATION:

It is recommended that the City Council approve the Law Enforcement Agreement with LexisNexis Coplogic Solutions Inc., including the BuyCrash Order and AutoCheck Vehicle History Agreement, and authorize the **Mayor** to execute all necessary documents on behalf of the City of Neosho. Approval of these agreements will allow the Neosho Police Department to continue electronic crash report distribution, maintain compliance with state and federal law, and utilize investigative tools at no direct cost to the City.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the LexisNexis Coplogic Solutions, Inc., a Delaware corporation, for the purpose of providing license to the Neosho Police Department for law enforcement databases, AutoCheck and BuyCrash, requiring no appropriations by the City; and authorizing the Neosho Chief of Police to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and LexisNexis Coplogic Solutions, Inc., a Delaware corporation, for the purpose of providing license to the Neosho Police Department for a law enforcement database, AutoCheck and BuyCrash, requiring no appropriations by the City, , a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

Section 3. That this ordinance shall be in full force and effect on _____, 2026

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

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

Derek A. Snyder, City Attorney

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____, 20____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Neosho Police Department, with its principal place of operations at 201 North College Street Neosho Missouri 64850 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (b) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (d) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

- 2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

- 5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “**Confidential Information**” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency (“**FOIA**”), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration.** Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information.** Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Neosho Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Print Name: _____

Print Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider's discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Agreement for AutoCheck® Service
(for Law Enforcement Agency Customers of LexisNexis® Coplogic Solutions Inc. only)

Experian Information Solutions, Inc. ("Experian") and the Client designated herein ("Client"), hereby agree to the following:

1. Services. Experian agrees to sell the Experian AutoCheck® Vehicle History Report and AutoCheck Triggers ("Services") described in this Agreement for AutoCheck® Service ("Agreement") to the agency Client identified below. The AutoCheck Vehicle History Report Services provides information on vehicles compiled by vehicle identification number ("VIN"), which access vehicle title and registration records to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. The Services may be delivered via the Internet at www.autocheckmembers.com or via a link from the LexisNexis® Command Center portal ("LN Command Center"). The AutoCheck Triggers Service matches a Client provided vehicle identification number ("VIN") against the AutoCheck vehicle history database and flags VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to Client. Refer to Exhibit A for information on monitoring frequency, monitored element selection, and output elements.

2. Term. The term of this Agreement is one (1) year from the Effective Date of the Agreement ("Term") and shall renew automatically for additional, successive one (1) year periods (each a "Renewal Term"). Experian may terminate this Agreement (i) in the event of a material breach of this Agreement by Client; or (ii) if Client ceases to provide their accident data ("Client Accident Data") to LexisNexis® Coplogic™ Solutions Inc. ("LN"). In either event, termination will be effective immediately with automatic termination of any license rights.

3. Fees. There will be no charge for the Services under this Agreement provided that Client has a current executed agreement with LN.

4. Data Use Restrictions. The below restrictions apply to the Services provided under this Agreement:

- A. Client shall only use the AutoCheck Vehicle History Report Services for purposes of providing the Services solely to law enforcement personnel for agency Client's use in carrying out its functions.
- B. Client shall only use the AutoCheck Triggers data for assisting in police investigations that involve the vehicle in question.
- C. Client must not use the Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA. Client may use Services to evaluate collateral. Client may not use Services to evaluate consumers.
- D. Client shall not resell or license the Services to any third party.
- E. Client shall not represent that Experian warrants or otherwise certifies the quality of any vehicle, and Client will not use the Experian name, the AutoCheck name or this relationship to make such a representation.

5. Internet Security. AutoCheck Client must have a commercially reasonable Internet security system, which Experian may review and audit in its discretion.

6. User Code. Experian will provide Client with a proprietary nontransferable user code that the Client must use when requesting Services. Client shall keep such user code confidential and prevent unauthorized or fraudulent use. Any request for additional and/or reduction and/or termination of User Codes by Client will be made in writing and requests for additional User Codes may be subject to an additional fee.

7. Compliance with Law and Industry Standards. Experian shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Experian's performance and provision of the Services. Client shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Client's receipt and use of the Services.

8. Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement, Exhibit A - Sections I or Exhibit B shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

9. Indemnity. Client shall indemnify, defend and hold Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any claims brought against Experian relating to the use of the Services by Client, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by Client and relating in any way to Client's receipt or use of the Services.

10. Warranties and Limitation on Liability. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. Experian will not be liable to Client or to any of Client's customers for any loss or injury arising out of or caused by Experian's acts or omissions in providing the Services. If, however, liability is imposed upon Experian for any reason whatsoever, then that liability shall be limited to the Fees paid by the Client for the Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER OR NOT FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

11. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12. Audit. Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. AutoCheck Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by AutoCheck Client without Experian's prior written consent.

14. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

15. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Delaware. Any dispute under this Agreement shall be brought in the federal or state courts in Delaware.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian shall be sent to AutoCheck Customer Operations, 955 American Lane, Schaumburg, IL 60173 or emailed to customersupport@experian.com. Notices sent to the AutoCheck Client shall be addressed to the address designated in Exhibit A.

17. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

18. Survival. The provisions of Sections 3, 4, 7, 8, 9, 10, 11, and 15 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

19. Complete Agreement. This Agreement sets forth the entire understanding of Client and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating.

BY SIGNING BELOW, YOU ARE INDICATING (I) YOU HAVE READ AND YOU UNDERSTAND, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

CLIENT:

By: _____
(Signature)

Print Name: _____ Phone No.: _____

Title: _____ E-Mail Address: _____ Fax No.: _____

EXPERIAN INFORMATION SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Effective Date: _____

Exhibit A – AutoCheck Triggers Program Details

CLIENT INPUT

Client will use the LN Command Center to select/deselect VINs which it would like monitored. LN will provide that list of VINs to Experian for monitoring on no less than a daily basis

EXPERIAN PROCESS

The elements that will be monitored are shown in Exhibit C. Experian will match the input VINs to the Experian AutoCheck vehicle history database and flag VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to and made available for viewing in the LN Command Center on a daily basis. The output elements are shown in Exhibit D. Process details are below:

VIN File Monitoring

- 1) Experian to create Client ID which will be provided to LN and matched to client's Command Center ID
- 2) Client to select VINs to be monitored in the LN Command Center. LN will provide the selected VINs to Experian on a daily basis
- 3) An initial baseline file is created based upon the monitoring elements (Exhibit C) and posted to Command Center for client retrieval
- 4) VINs are scanned for event changes
- 5) If a change has occurred since the previous reporting period a Trigger flag will appear
- 6) Experian uploads a file to LN which will contain information on VINs with change in monitored elements
- 7) LN will send an email notification to Client advising that a file has been posted for retrieval.
- 8) Each VIN/triggered element combination will appear as a separate row in the Command Center

MONITORING FREQUENCY SELECTION

☒ Daily

EXPERIAN OUTPUT

Output elements in (Exhibit C) will be provided in the output file results.

Each activity associated with a VIN will be output as a separate row.

EXHIBIT B: * MONITORING ELEMENT SELECTIONS (ACTIVITY TYPE)

- ☐ Abandoned
- ☐ Accident Data (includes Airbag Deployed & Severe Accidents)
- ☐ Airbag Deployed
- ☐ Commercial Use
- ☐ Crash Test Vehicle
- ☐ Dealer Plates
- ☐ Detrimental Auction Announcement
- ☐ Driver Education
- ☐ Failed Emission Inspection
- ☐ Failed Safety Inspection
- ☐ Fire Damage
- ☐ Fleet
- ☐ Fleet/Lease
- ☐ Fleet/Rental
- ☐ Fleet/Taxi
- ☐ Frame Damage
- ☐ Government Use
- ☐ Grey Market
- ☐ Hail Damage
- ☐ Insurance Loss
- ☐ Junk
- ☐ Lemon/Manufacturer Buyback
- ☐ Livery Use
- ☐ Major Damage Incident
- ☐ Manufacturer Announcement
- ☐ Mileage Reading
- ☐ Motor Change
- ☐ Non Assured**
- ☐ Non Detrimental Auction Announcement
- ☐ Odometer Problem
- ☐ Police Use
- ☐ Prior Rental
- ☐ Prior Taxi
- ☐ Rebuilt/Rebuildable
- ☐ Recycled
- ☐ Rental
- ☐ Repossessed
- ☐ Salvage (includes Salvage Auction & Salvage Reported)
- ☐ Salvage Auction
- ☐ Salvage Reported
- ☐ Severe Accident
- ☐ Taxi Use
- ☐ Theft
- ☐ Theft Recovered
- ☐ Title Damage
- ☐ Title
- ☐ Registration
- ☐ Water Damage
- ☒ All Available Elements

* The title brands listed above are subject to availability by the state data source

** Non Assured includes Crash Test Vehicle, Detrimental Auction Announcement, Fire Damage, Frame Damage, Grey Market, Hail Damage, Insurance Loss, Junk, Lemon/Manufacturer Buyback, Major Damage Incident, Manufacturer Announcement, Rebuilt/Rebuildable, Recycled, Salvage, Salvage Auction, Salvage Reported, Title Damage, Water Damage and Rollback [Note: there is an upcharge for the Non-Assured monitored element]

EXHIBIT C: OUTPUT ELEMENT SELECTION

- ☒ VIN (required output selection)
- ☐ Assured/Buyback Flag
- ☒ Activity Code
- ☒ Activity Type
- ☒ Activity Date
- ☒ City
- ☒ State
- ☒ Data source
- ☐ Rollback (Non Assured must be selected as a Monitoring Element to receive this output option)
- ☐ Last odometer reading (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- ☐ Last odometer date (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- ☐ Estimated current mileage (Mileage Reading must be selected as a Monitoring Element to receive this output option)
- ☒ Case Number (if applicable) (Accident Data, Airbag Deployed or Severe Accidents must be selected as a Monitoring Element to receive this output option)

AUTOCHECK EXHIBIT A FOR LAW ENFORCEMENT

SECTION I – AGENCY CONTACT INFORMATION

Agency Name:
Agency ORI number:
Address:
City/State/Zip:
Primary User's First & Last Name:
Primary User's Telephone:
Primary User's Email Address:

SECTION II – ADDITIONAL AUTHORIZED USERS

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

Order No. 1
LexisNexis® BuyCrash™ (LNBC)

This Order No. 1 ("Order") is entered into this _____ day of _____, 2026 ("Order Effective Date") between **Neosho Police Department ("Agency")** and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 2026 ("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
 - 3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
 - 3.3 Provide Report distribution services as set forth in Section 5 of the Agreement.
 - 3.4 Notwithstanding Section 2.1(h) of the Agreement, Agency may provide access to Agency's reports and information through command center to government employees with a need to know such information
 - 3.5 Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
 - 3.6 As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
x	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING.

- 4.1. Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
- 4.2. User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.
- 4.3. On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of Agency staff, other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and travel expenses).

5. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Three Dollars (\$3.00). There shall be no fee to Agency for the Services.

- 6.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Neosho Police Department**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

REQUESTED COUNCIL MEETING DATE: May 5, 2026**ITEM:** Bill No. 2026-31: Pace Systems, Inc Agreement

ORIGINATING DEPARTMENT: Finance Department**ATTACHMENT:**

1. Bill No. 2026-31 Agreement with Pace Systems for Timekeeping-Scheduling
 2. Pace Proposal with Time Clock Add On
-

PURPOSE:

To seek Council approval to enter into an agreement with Pace Systems, Inc for a digital timekeeping and scheduling software.

BACKGROUND:

During the bidding and review of the ERP system payroll/timekeeping was listed as an option. Only two companies were able to supply timekeeping separate from the ERP System during the bidding process. One company is over \$24,000 annually and the other never responded when contacted for a demonstration. Staff began a review of additional software to perform scheduling for Police and Fire that would communicate with Springbrook. Two companies, Vector Solutions, who is a Sourcewell vendor, and Pace Systems, were scheduled for demonstrations. While Vector is a state bid, the system only supports scheduling at this time and does not have timekeeping for the city. Due to each department being required to purchase a web page for the scheduling this places the cost above Pace Systems. Pace systems has both scheduling and timekeeping capabilities as well as communication with Springbrook for payroll. This will allow employees more accountability for their time and move the city to a digital format for approvals, and increase efficiencies in payroll due to the communication between Pace and Springbrook.

Staff is proposing a 5 year agreement and payment is required upfront for the 5 years. The cost is \$66,325 and will need to come from the fund balance of all the departments.

RECOMMENDATION:

Staff recommends approval of a 5 year term with Pace Systems and request approval of the Mayor to execute the agreement.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Pace Systems, Inc., a Illinois corporation, for the purpose of providing a cloud-based scheduling software for a five (5) year services agreement for the not to exceed purchase amount of sixty-six thousand three hundred twenty-five and 00/100 dollars (\$66,325.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Pace Systems, Inc., a Illinois corporation, for the purpose of providing a cloud-based scheduling software for a five (5) year services agreement for the not to exceed purchase amount of sixty-six thousand three hundred twenty-five and 00/100 dollars (\$66,325.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho 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 May 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

Tom Workman, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Pace Scheduler Proposal

Prepared For

City of Neosho
Dir. Leslie Forest
203 E. Main St.
Neosho, MO 64850

Prepared By

Frank Provenzano
fprovenzano@pace-systems.com
630-395-2187

Pace Systems
2040 Corporate Lane
Naperville, IL 60563

Date

April 14, 2026



OVERVIEW

Dear Dir. Forest,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano
National Account Manager
Pace Scheduler



SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any device (tablet, phone, laptop, PC, etc).

The software is based on a yearly subscription model and includes the following:

- 13-month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8AM-5PM, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the

Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title

and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment

or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to

recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud-based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (**"Support Hours"**).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all tickets within one (1) business day.

PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: April 14, 2026
QUOTATION #: NEO20260414
QUOTE VALID UNTIL: July 14, 2026

BILL TO:
 City of Neosho
 Dir. Leslie Forest
 203 E. Main St., Neosho, MO 64850

Annual Software License (Recurring)

Description	# of Licenses	Billing Term	Total
Pace Scheduler Software License	Up to 125 users	Annual Recurring	\$8,350.00
Time Clock Software License	Up to 75 users	Annual Recurring	\$2,625.00
Annual Recurring Software Subtotal			\$10,975.00*

One-Time Hardware/Related Costs

Description	Qty	Billing Term	Total
Samsung Galaxy Tab Active5 (Wi-Fi, 128GB)*	6	One-Time	\$3,150.00
RAM Locking USB-C Powered Dock w/ NFC (Active5/3)*	6	One-Time	\$1,500.00
Tablet Configuration Fee	N/A	One-Time	\$500.00
One-Time Hardware/Related Subtotal			\$5,150.00

*On-site installation by owner/client; remote support for installation provided by Pace Scheduler

Total Cost Summary

Description	Total
Annual Recurring Subscription Fees	\$10,975.00
One-Time Fees	\$5,150.00
FIRST YEAR TOTAL FEES	\$16,125.00

Satisfaction Guarantee: Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the first 12 months of your subscription, Pace will prorate and refund the unused portion of your subscription. Refund does not include any custom development fees or Timeclock hardware/supplies.

OPTIONAL ITEMS

Single Sign On (SSO) through MS Azure/Entra ID allows users to use their existing active directory password, instead of having to remember another new password. It also allows your IT department to maintain control over password standards, policy and security.

You would have to check with your IT department to see if they support it if you are interested.

1. Single Sign On ("SSO")

Please check the box to add SSO through Microsoft Azure to your annual subscription of Pace Scheduler

Check "X" in the Box Below to Include SSO

SSO Pricing for the up to 125 users: \$1,260.00/year

[]

Annual Recurring Subscription Fees – INCLUDING SSO

\$12,235.00

FIRST YEAR TOTAL FEES – INCLUDING SSO

\$17,385.00

2. Multi-Year Subscription*

Pricing subject to increase at time of subscription renewal. Purchase a multi-year subscription to lock in your pricing with no increases throughout the period.

Please check "X" in a box below if you would like to take advantage of a multi-year subscription

2 Year	3 Year	4 Year	5 Year
[]	[]	[]	[]

**Payment is due upfront for selected number of years in order to take advantage of this offer*

3. Custom Implementation Services

Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: NEO20260414

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

PACE SYSTEMS, INC

Contact Name:

Title:

Signature:

Date:

CITY OF NEOSHO

Contact Name:

Title:

Signature:

Date:

PO# (If Applicable):

CLIENT BILLING INFORMATION

Date: _____

Company Information

<i>Company Name:</i>		<i>Company Address:</i>	
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>	
<i>Phone Number:</i>	<i>Fax Number:</i>	<i>Website:</i>	
<i>Company Contact:</i>		<i>Title:</i>	<i>Phone Number:</i>

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

<i>Name:</i>	<i>Phone:</i>	<i>Email:</i>
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Authorized Signature

Title

Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal (including pricing page)
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
 - **Project Lead**
 - **Co-Lead**
 - **Head of Department** - this person will be copied on correspondence and progress
 - **Payroll Contact** - person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: T- Hangar Lease Agreement

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Hangar Application for City of Neosho Airport - KEOS 4-23-2026

PURPOSE:

Mr. James Richards has reached out to the city wanting to lease a T-Hangar.

BACKGROUND:

Mr. Richards advised staff that he would not have his airplane delivered within the 90 days as required by the lease and wanted to know if he could sign the lease and have an extension on the 90-day requirement to have a plane stored. Mr. Richards advised that his plane should be delivered in the first part of December 2026.

RECOMMENDATION:

Staff recommends allowing the extension as requested.

Chuck Graves
Neosho Airport Manager
1400 Terry Johnson Drive
Neosho, MO 64850

April 23, 2026

Chuck,

I have attached the application for the available hangar at the Neosho Airport that you called to inform me was available for me. I have completed the application to the best of my ability at this time since my airplane is being manufactured this year and delivered to us in December. It will receive its Air Worthiness Certificate December 1, 2026.

Per my conversation with City Manager, David Kennedy, he asked for me to submit the application with what I have and he will take it to the City Council to seek approval for me to have the hangar even though my new plane will not arrive until December. Please forward this letter and the application information to him so he can proceed to Council.

Thank you again for your help and we look forward to being longtime residence at the Neosho Airport.

A handwritten signature in black ink, appearing to be 'JR' with a large loop on the left side.

James Richards

james@jtaviation.llc

**CITY OF NEOSHO, MISSOURI
AIRPORT T-HANGAR LEASE AGREEMENT**

The City of Neosho, a municipal corporation of the State of Missouri, hereinafter referred to as "Lessor", hereby leases to James Richards, a resident of the City of Joplin, County of Newton, State of Missouri, hereinafter referred to as "Lessee", that T-hangar unit situated in an aircraft hangar located at the Neosho Hugh Robinson Memorial Airport which is more particularly described as follows, to-wit:

Hangar # _____

1. **TERM OF LEASE.** The term of this lease shall be month to month.
2. **RENTAL FEE.** For the first year of this lease agreement, Lessee shall pay to Lessor a monthly rental fee of \$ _____. The Lessor retains the right to increase the monthly rental fee by act of Resolution effective sixty (60) days subsequent to such executed act. The Lessor will notify the Lessee in writing of any increase in the monthly rental fee within seven (7) days subsequent to any such increase enactment. All rental payments shall be made at Neosho City Hall, 203 E. Main St., Neosho, Missouri, or such other place as Lessor may designate. All rental payments shall be received by the fifth (5th) day of the month for which they are due. *If airport personnel are required after regular business hours a \$75.00 call out fee will be assessed and be required and will be due as if the same were part of the Rental Fee herein established.*
3. **DEPOSIT.** There will be required a payment performance deposit equal to one month's rental fee.
4. **LATE CHARGES:** If any amount under this lease is more than 10 days late, Tenant agrees to pay a late fee of \$ _____.00.
5. **LIEN:** Pursuant to RSMo. §415.415 there shall be a lien on stored personal property. Property stored in the leased space may be sold to satisfy such lien if the Lessee is in default, and any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the Lessee within one year after the sale of the property.
6. **TAXES.** Any and all taxes assessed by any governmental unit shall be the responsibility of the Lessee.
7. **PROHIBITIONS.** Lessee shall be subject to all airport rules and regulations, including but not limited to, the following:
 - A. No private locks of any type will be allowed on individual pedestrian doors. If private locks are installed, they will be removed at the discretion of the Lessor and any costs associated with said removal charged to Lessee.
 - B. Waste Oil shall be disposed of only in the oil dump provided by Lessor. All other items detrimental to the environment shall be disposed of properly. Garbage shall be disposed of only in the garbage containers provided by Lessor. The lessee of each T-hangar unit shall be responsible for the proper disposal of all materials generated from or within that unit. The cost of cleaning up any materials improperly disposed of on airport properties shall be charged to the Lessee of the unit which generated or was the source of the material.

- C. Lessee's private vehicle shall be allowed to be placed in a T-hangar when the aircraft is removed for a trip. Parking on the apron or grass will not be permitted.
- D. Lessee shall be responsible for the cleanliness of the T-hangar unit. When, in the opinion of the Lessor, a safety hazard is found to exist within a T-hangar unit, Lessee will be provided with notice providing for a two (2) week cleanup limit. If the cleanup is not completed within the designated time, Lessor will perform all clean-up, which, in its discretion, it deems necessary, and the cost of which shall be charged to the Lessee. Lessee hereby acknowledges said costs, waives presentment of an itemized billing statement and legal challenge thereof.
- E. Electric radiant-type engine pre-heaters shall be authorized only from the 1st of December to the 31st of March in each winter season. In no case shall light bulbs be used as a radiant-type engine pre-heater. Fuel-fired, hot-air type heaters are permitted at no additional charge.
- F. Engine run-up and taxiing out of the T-hangars under power is not allowed.
- G. Aircraft fueling inside the hangar is not allowed.
- H. Storage of fuel in containers inside the hangar is not allowed.
- I. This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the leased premises or any part thereof be sublet without the prior consent of Lessor in writing. Lessee shall keep and use the T-hangar for aircraft storage purposes and for no unlawful purpose whatsoever.
- J. T-hangar units shall be used only for the storage of active and operational aircraft. Active and operational aircraft shall be defined to mean all aircraft currently licensed and flyable which are flown to and from the Neosho Airport periodically during the year.
- K. Prior to placing any aircraft in a T-hangar unit, Lessee shall provide Lessor in writing the following information:
 - 1. Aircraft Type
 - 2. Serial Number
 - 3. Registration Number
 - 4. Airworthiness Certificate and Present Condition of Aircraft (Is the aircraft presently airworthy?)
 - 5. Present Market Value of Aircraft
 - 6. Insurance Carrier (Including type of coverage, limits, and policy number).
 - 7. Contact Information
- L. T-hangar units will be leased to any individual currently owning an operational aircraft, or to an individual actively seeking an operational aircraft. If a t-hangar is leased to an individual actively seeking an operational aircraft, Lessee must obtain and occupy t-hangar with operational aircraft and provide Airport Manager with information contained on "Checklist For Lessee" within three

months of execution of lease agreement. If Lessee does not obtain operational aircraft and provide "Checklist for Lessee" information, Lessor will notify Lessee of termination of Lease Agreement.

8. RIGHT OF ENTRY. Lessor reserves the right for itself or its agents to go on and into and have access at all times during the existence of this lease, to said premises for any purpose, including, but not limited to, inspections for cleanliness, hazardous substances, heater usage and showing of the building.

9. TERMINATION.

- A. In case Lessee shall fail to make any of the above-mentioned payments as specified or fail to keep and perform any of the covenants and agreements herein contained, Lessor may immediately and without notice terminate this lease and re-enter and repossess said premises, without prejudice, to its claims for earned cash rent.

Pursuant to RSMo. §415.415, and Section 4. LIEN above, if Lessee is in default for a period of more than forty-five (45) days, the lien may be enforced and Lessor may sell all personal property stored in the leased space, with the exception of any vehicle, watercraft, trailer or aircraft, to which if chargers remain unpaid after sixty (60) days from the date due the Lessor may treat such vehicle, watercraft, trailer or aircraft as abandoned and have the same removed from the hangar and the airport. In such case, Lessor's aircraft shall be placed on temporary apron location after 30 days and may remain for not more than (30) days subsequent to lease termination. Apron tie down rates will be assessed.

- B. Lessee may terminate lease with thirty (30) days notice thereof without loss of payment performance deposit.

10. INSURANCE. Lessee shall carry hull insurance on each aircraft stored on the leased premises. The limits of the insurance shall be in an amount equal to or greater than the current value of the aircraft, instruments, and accessories. On or before the date of this lease, Lessee shall provide a Certificate of Insurance to Lessor indicating the required and providing for a minimum of thirty (30) days notice to a change or cancellation of that coverage.

11. ATTORNEY FEES. Lessee shall pay and discharge all costs, attorney fees, and expenses arising from enforcing any covenants or forfeiture hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease this 22 day of APRIL, 2026.

CITY OF NEOSHO, MISSOURI

By _____
City Manager

Lessee

**ADDENDUM "A" TO THE NEOSHO MUNICIPAL
AIRPORT T-HANGAR LEASE AGREEMENT**

In lieu of carrying insurance required by paragraph 7 of the Airport T-Hangar Lease Agreement and as an additional requirement for the lease of T-hangar space, Lessee covenants and agrees that Lessee will not hold the City of Neosho or any of its agents, employees, or Airport Advisory Board members responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any airplane, automobile, personal property, parts, or surplus that may be located or stored in the hangars, T-hangars, offices, aprons, field, or any other location at the airport; and Lessee agrees that the planes and the contents are to be stored, whether on the field or in the hangars, at Lessee's risk.

CITY OF NEOSHO, MISSOURI

By _____
City Manager


Lessee


T-Hangar Bi-Fold Door Operating Instructions and Acknowledgement

1. Make sure the personnel door is closed and latched before bi-fold door operation.
2. DO NOT adjust, tamper with, or modify the bi-fold door control switch.
3. Watch bi-fold door side locks to be sure they unlatch when the door starts up. If they do not immediately and automatically unlatch, unlatch them manually.
4. Keep people, aircraft, vehicles, and all other objects clear of bi-fold door during operation.
5. Do not stand beneath or leave aircraft directly beneath an open bi-fold door.
6. Close and lock the bi-fold door when wind velocity exceeds 40 MPH. Do not leave the bi-fold door in the UP position for extended periods of time (such as while flying).
7. Do not reverse the direction of the bi-fold door until the motor has come to a complete stop.
8. Once the bi-fold door is closed, make sure both side locks are completely latched, and cane bolts are positioned in the anchor plates.
9. If the bi-fold door malfunctions, or you suspect the door needs inspection, lubrication, or adjustment, notify airport personnel immediately. DO NOT perform any lubrication or adjustment of the bi-fold door or its mechanisms.
10. These instructions for the bi-fold doors are printed on a yellow decal posted next to the door switch. If the decal is unreadable or missing, notify airport personnel immediately.

I, James Richards (print name), acknowledge I have read and understand the items listed above, and that I have personally been instructed in operation of the bi-fold door by airport personnel.

Signature



Date

4-22-26

CHECKLIST FOR LESSEE

- ____ 1. Lessee's Signature Notarized
- ____ 2. Lessee Signed Addendum (Must Be Signed)
- ____ 3. Aircraft Type: Cirrus SR22-Turbo G7+ Arrivee Edition
- ____ 4. Serial Number: 11809
- ____ 5. Registration Number: Tail Number N827JT
- ____ 6. Copy of Airworthiness Certificate (FAA Form 8100-2)
- ____ 7. Present Condition of Aircraft: 2026 - New Aircraft
- ____ 8. Present Market Value: \$ 1,563,000.00
- ____ 9. Attach copy of Insurance Certificate

Contact Information:

Name: James Richards

Mailing Address: 5817 Fuller Ln, Joplin, MO 64804

Phone number: 417-396-1589

Email address: james@jtaviation.llc

Lease payments are to be received by the 5th of the month in which they are due. No statements are sent by the City.

Payments are to be made payable to:
City of Neosho
Attn. Finance Department/T-Hangar Rent
203 E. Main St.
Neosho, MO 64850,

or such other place as Lessor may designate.

ACKNOWLEDGEMENT

STATE OF MISSOURI }
 } SS
COUNTY OF Newton }

On this 23 day of April, 2026, before me personally appeared
James Richards. To me personally known to be the
person(s) described in and who executed the foregoing instrument, and acknowledged that
he/she/they executed the same as his/her/their free act and deed.

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

(seal)



Deanna Simon
Notary Public



U.S. Department
of Transportation

**Federal Aviation
Administration**

Aviation Safety
Civil Aviation Registry

P.O. Box 25504
Oklahoma City, Oklahoma 73125-0504
(405) 954-3116
Toll Free 1-866-762-9434

January 27, 2026

CIRRUS DESIGN CORP
C/O AERO-SPACE REPORTS INC
PO BOX 720452
OKLAHOMA CITY OK 73172-0452
|||||

**CONFIRMATION OF RESERVATION
OF UNITED STATES REGISTRATION NUMBERS**

United States Registration number N827JT has been reserved for a one-year period beginning Jan 27, 2026. This number is in a reserve status only. It is not assigned to an aircraft and may not be painted on an aircraft until approval is received from this office. To obtain approval for assignment, send a written request describing the aircraft by manufacturer, model and serial number and a \$10 number change fee to the Civil Aviation Registry, P.O. Box 25504, Oklahoma City, Oklahoma 73125-0504. The request should be signed in ink and, if appropriate, include the title of the signer.

If assignment has not been requested and approval granted prior to the end of the one-year period, the reservation will expire. The reservations may be renewed each year upon request and payment of the \$10 reservation fee in the form of a check or money order payable to the Federal Aviation Administration at the address given above, or by credit card at <http://registry.faa.gov>.

Corresponding ICAO Aircraft Address Code 52645666.

Christine Mounger

CHRISTINE MOUNGER
Civil Aviation Registry

REGAR-RESERVE-1 (12/11)



ARRIVÉE EQUIPMENT

AIRFRAME AND POWERPLANT:

Continental™ TSIO-550-K 315 HP Turbocharged Engine
 4-Blade Carbon Composite Propeller
 Push Button Start
 Automatic Fuel Selection System
 Single Movement Power Lever
 Dual Side Yoke with Stick Shaker
 Cirrus Airframe Parachute System® (CAPS®)
 Airbag Seatbelts (Front Seats)
 Dual Alternators
 Intelligent Lightweight Battery
 406 MHz ELT
Smart Pitot Heat
 Built-in Oxygen System
 High Performance Beringer® Brakes
 Michelin® Pilot Tires
 Low Drag Advanced Wheel Fairings
 Spectra™ Wingtip Lighting & Illuminated Steps
 Interior Convenience & Accent Lights
 Exterior Surface Illumination Lights
 Remote Keyless Entry & Baggage Door
 UV Protected Windows
 Arrivéé Special Edition Interior
 60/40 Flex Seating™ - Seats up to 5
 All-Weather Floor Mats
 USB-C Charging Ports (60W & 15W)

CIRRUS G7+ ARRIVÉE FEATURES

Curated Interior & Exterior Themes
 Special Edition Bolstered Seats *featuring:*
 Nappa Leather & Alcantara® Accents
 Debossed Arrivéé Headrest Insignia
 Artfully-Crafted Perforation and Stitching
 Book-Matched Carbon Fiber Trim throughout
 Premium Three-Tone Paint Scheme
 Exclusive Arrivéé Graphics and Badging
 5 Year Cirrus Maintenance Program – *limited to 1,500 hours*
 5 Year / 2,000 Hour Spinner-to-Tail Warranty

2025 SR22T

AVIONICS:

Cirrus Perspective Touch+™ by Garmin® Flight Deck
 Synthetic Vision Technology™ (SVT™)
 14" High-Resolution Widescreen Displays
Safe Return™ Emergency Autoland System
 All-Digital Bluetooth® Audio Controller
 Dual Garmin® Touchscreen Controllers
 Dual Comm/Nav/WAAS GPS Radios
 Aircraft Systems Synoptic Pages
 Alerts-Linked Checklists & Checklist Scroll Wheel
 Flap Airspeed Protection
 ADS-B Out Transponder
 ADS-B In Weather & Traffic 3
 Wireless Flight Deck Connectivity¹
 GFC 700 Autopilot including
 Electric Stability and Protection™ (ESP™)
 Dual ADAHRS
 Hypoxia Check/Automated Descent Mode
 Blue Level Button
 Autopilot Stall Protection
 3D SafeTaxi® 2,4
Runway Occupancy Awareness 4
 SiriusXM™ Weather and Audio 2,3
 Garmin® OnePak + FliteCharts® 2,4,6
 Jeppesen® ChartView²
 Jeppesen® NavData with Digital Charts²,6
 Cirrus IQ™ ¹
Automatic Database Updates 4,5,6
 Garmin® Pilot¹,6
 3-Day Transition Training Package

ADDITIONAL INCLUDED FEATURES:

Certified Flight Into Known Ice System
 Yaw Damper
 Active Traffic
 Enhanced Vision System (EVS)
 e TAWS²
 Taxiway Routing
 Garmin® SurfaceWatch™ 2
 Cirrus Global Connect - Worldwide Voice and Text Messaging²
 Tanis™ Avionics & Engine Pre-Heater
 Air Conditioning

¹Requires compatible device and software; additional subscription(s) may be required. ²Subscription required. ³Subject to local certification. ⁴Where available.

⁵CirrusIQ Pro subscription required. ⁶ First year subscription included.

Your Grand Totals

Total from aircraft price sheet above	\$1,563,900
Order has a separate Addendum that modifies some items, conditions, or terms. See Addendum.	\$0
Grand Total (Base, Packages, Line-Item Options, Aesthetics, Addendum)	\$1,563,900

Schedule of Payments		
Deposit	Due Date	Amount
Initial Deposit to hold order (Credit Card, Check or Wire Transfer)	With Order	\$15,000
Balance of Deposit to 10% (Certified Check or Wire Transfer)	Within 10 Days	\$141,390
Balance Due (Certified Check or Wire Transfer)	At Closing	\$1,407,510

Purchaser Initials Initial
JK



Addendum

This Addendum is herewith made a supplement of and is made a part of the above-referenced Order and shall in no way void or nullify any provision thereof except to the extent specified below and attested to by the signatures of both parties to the original Order.

1. Aircraft Custom N Number to be N- 287JT
2. Aircraft Delivery Experience to Include 1 Cirrus Approach Training Portal along with 3 Days of Training during the Delivery Process.
3. FAA 3rd Class Medical. Purchaser is in the application process of the FAA 3rd Class Medical. In the event that the FAA 3rd Class Medical is not obtained by March 31st 2026, then Purchaser will have the option of Cancelling the Aircraft Order with a Refund of ALL Deposits, or Proceeding forward with the Aircraft Order and Subsequent Delivery. Cancellation Request of the Aircraft Order must be submitted in Writing on or prior to March 31st 2026. Email is considered Writing.
4. Aircraft Aesthetics to be selected by Q2 2026.
5. Per Section 2.1 of the Terms and Conditions, the Balance of the 10 Percent Deposit will be amended from due in 10 Days to Due on or Prior to December 20th 2025.
6. 2026 Pricing. This Purchase Agreement is for a 2026 Model Year aircraft to be delivered in 2026 with 2026 Certificate of Airworthiness (C of A) and specifications but is written on a 2025 Purchase Agreement since Cirrus Aircraft has neither established nor published 2026 pricing. Once Cirrus Aircraft publishes 2026 pricing Purchaser's invoice will be adjusted to reflect the 2026 price.

Agreed to and effective this day: 11/23/2025

Seller: Cirrus Design Corporation d/b/a
Cirrus Aircraft

Signed by:

By: Scott Stone

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Date Signed: 11/25/2025 | 12:58:32 PM EST

Name: Scott Stone

Title: Executive Sales Director - West

Purchaser: James Richards

Signed by:

By: James Richards

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Date Signed: 11/23/2025 | 9:54:04 PM EST

Name: James Richards

Title: Owner



Cirrus Aircraft Order Form SR22T

Purchaser: James Richards
Main Address: 5817 Fuller Lane
 Joplin, MO 64804
 United States

Serial Number: TBD
Registration: TBD
Order Date: 11/23/2025
Mobile Phone: 417-396-1589
Email: james.richards@outlook.com

- A. Delivery location:**
 i. Cirrus Aircraft Vision Center in Knoxville TN.
- B. Cirrus agrees to:**
 i. Build a Cirrus aircraft to customer's order and make that aircraft available, for customer pickup, on delivery date. (Subject to limitations set forth in section 6.1 of Terms and Conditions, enclosed herewith).
 ii. Conduct a flight on delivery date demonstrating that the aircraft conforms to applicable specifications.
 iii. Ensure that the aircraft has a valid FAA "Certificate of Airworthiness" and transfer clear title to customer on delivery date.
- C. Customer agrees to:**
 i. Arrange to accept delivery of aircraft on delivery date either in person or by using Cirrus' standard power of attorney process.
- D. Additional information**
 i. We wish to offer you all the services you may need once you complete your purchase. To that end we have partnerships with both flight training and aircraft maintenance providers. These partners are specially trained and accredited by Cirrus Aircraft to offer you the very best training and maintenance support in your area.
 ii. I would like to have one of Cirrus specialist partners contact me for the following:

Flight Training Partner

Yes

Purchaser Initials

Initial

Aircraft Maintenance Partner

Yes

Purchaser Initials

Initial

By initially above you agree to allow Cirrus Aircraft to share your contact information with our partners in your area.

Deposit Payment Type:

Credit Card Information:

Card Holder: James Richards

Card Number: *****

Billing Address:
 5817 Fuller Lane
 Joplin, MO 64804
 United States

Expiration Date: *****

CV2#: ***

Amount Charged: \$15,000

Agreed to and effective this day: 11/23/2025

Seller: Cirrus Design Corporation d/b/a

Cirrus Aircraft

Signed by:

By: Scott Stone

9DB486A9D43C493...

Date Signed: 11/25/2025 | 12:58:32 PM EST

Name: Scott Stone

Title: Executive Sales Director - West

Purchaser: James Richards

Signed by:

By: James Richards

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Date Signed: 11/23/2025 | 9:54:04 PM EST

Name: James Richards

Title: Owner

