

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Thursday, November 7, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, November 12, 2024 at 10:00 a.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA SPECIAL SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

CALL TO ORDER

ROLL CALL

UNFINISHED BUSINESS

1. Bill No. 2024-98: Approving a Real Estate Contract with Neosho School District

ADJOURN

REQUESTED COUNCIL MEETING DATE: November 5, 2024

ITEM: Bill No. 2024-98: Approving a Real Estate Contract with Neosho School District

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-98 Approving a Real Estate Contract with Neosho School District
 2. CON - City & School E Spring St swap for Wood St
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PURPOSE:

The purpose of this item is to gain the City Council's approval of an ordinance authorizing the Mayor to sign a contract with the Neosho School District to transfer a city-owned property located at 220 East Spring St. to Neosho School District in exchange for a School district owned property located on North Wood and Brook St.

BACKGROUND:

The school district has indicated a desire to acquire a parcel of city-owned property located at/or near 220 East Spring St. to develop a playground for the RISE campus on Washington St. The city has a desire to acquire Neosho School District property located on North Wood St. for future construction.. The city passed resolution 2024-55 on October 1, 2024, to prepare a survey and contract the Neosho School District for this purpose.

RECOMMENDATION:

Staff recommends that the City Council authorize the mayor to sign the contract.

AN ORDINANCE of the City of Neosho, Missouri, approving a Real Estate Purchase Contract with the Neosho School District, a Missouri political subdivision, for the purpose to purchase or acquire real property and to sell or transfer real property to be declared surplus.

WHEREAS, the City Council has determined that a tract of property located at 220 E. Spring Street and legally described in the attached Exhibit “A” serves no public purpose and the same should be declared surplus; and

WHEREAS, the Neosho School District owns property located on Wood Street desired by the City.

WHEREAS, under Resolution No. 2024-55 passed on October 1, 2024, the City Council authorized the Mayor to sign a Memorandum of Understanding with the Neosho School District to prepare a legal survey for said surplus property for the purpose of entering into said Real Estate Purchase Contract.

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

Section 1: The City of Neosho, Missouri, hereby approves the Real Estate Purchase Contract by and between the City of Neosho and the Neosho School District, with a Purchase Price to be the surplus real property to be transferred as described in said Contract, a true and accurate copy of said Contract being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor shall be authorized and directed to execute said Contract by and on behalf of the City of Neosho and authorized and directed to close the purchase of property and transfer of surplus property described therein, in accordance with said Contract, and to execute all necessary documents to effectuate the same.

Section 3: This Ordinance shall be in full force upon November ____, 2024, and all other resolutions in conflict herewith are repealed.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("this Agreement") is entered into this ____ day of _____ 2023 ("the Effective Date"), by and between **Neosho School District, formally known as Neosho R-5 School District**, a Missouri political subdivision ("School"), and the **City of Neosho, Missouri**, a Missouri Municipal Corporation ("City"), and with School and City being referred to collectively as "the Parties" from time to time.

R E C I T A L S :

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

All of Lot One (1), Lot Two (2), and the East 14.46 feet of Lot Three (3) in Block Two (2) of McCord's Addition to the City of Neosho, Newton County, Missouri.

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

All of Lot Eight (8) in Block Nine (9) in McCord's Addition to the City of Neosho, Newton County, Missouri.

WHEREAS, the Parties have agreed pursuant to a Memorandum of Understanding dated October 1, 2024 to transfer and convey the above described real property from the City to the School and from the School to the City; a copy of the Memorandum of Understanding is attached hereto and incorporated herein as Exhibit "A" along with the terms contained therein;

A G R E E M E N T S :

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

1. PROPERTY.

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

All of Lot One (1), Lot Two (2), and the East 14.46 feet of Lot Three (3) in Block Two (2) of McCord's Addition to the City of Neosho, Newton County, Missouri.

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

All of Lot Eight (8) in Block Nine (9) in McCord's Addition to the City of Neosho, Newton County, Missouri.

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be real estate transferred and conveyed from each party to the other party as described above.

3. CLOSING. Title of each property shall be transferred and conveyed by Deed authorized by Resolution or Ordinance of each Party, with each party to pay its own costs and recording of the received Quit-Claim Deed, with said closing to occur on or before December 1, 2024.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of the Deeds for each property and the authorizing document for each Party.

5. REPRESENTATIONS/WARRANTIES.

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

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

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

5.2 School covenants, represents, and warrants to City, as follows:

5.2.1 School is a Missouri political subdivision and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform School's obligations hereunder

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

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

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

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

5.6 There are no encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

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

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

6. DISCLOSURES.

6.1 Statutory Disclosures.

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

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

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

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

6.1.5 Environmental Notice. The Parties acknowledge that the presence of an environmentally protected species known as the Ozark Cavefish, registered as “endangered” and/or “threatened” may exists on or within the property transferred and conveyed by the City to the School and that adherence to State and/or Federal law must be applied to any activity on said property.

7. CONVEYANCE FORM. School shall convey said tract of real estate to City and City shall convey said tract of real estate to School by Quit-Claim Deed.

8. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions (“the Permitted Exceptions”):

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

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

9. POSSESSION. Parties shall deliver possession to each party upon deliverance of the Deed.

10. TIME. Time is of the essence of this Contract and each and every obligation of the Parties under this Contract.

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

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

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

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

15. CHOICE OF LAW AND VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

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

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

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

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

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

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

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

CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

ATTEST:

By: _____
Cheyenne Wright, City Clerk

NEOSHO SCHOOL DISTRICT

By: _____
Jim Davis, Superintendent

ATTEST:

By: _____
, Secretary

Resolution Bill No. 2024-55

A RESOLUTION of the City of Neosho, Missouri, approving a Memorandum of Understanding and Agreement with the Neosho School District, a Missouri political subdivision, for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus.

WHEREAS, the City of Neosho owns property located at 220 E. Spring Street, a portion of said property provides no current public purpose the same being desired by the School District, to which a particular legal description shall be prepared; and

WHEREAS, the Neosho School District owns property desired by the City.

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

That the Memorandum of Understanding and Agreement with the Neosho School District, a Missouri political subdivision, for the purpose of entering into a future real estate agreement to purchase or acquire real property and to sell or transfer real property to be declared surplus, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

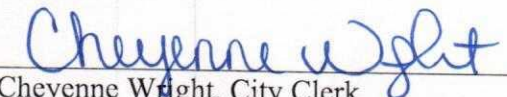
BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 1st day of October, 2024, by a vote of 7-0.

CITY OF NEOSHO, CITY COUNCIL


Richard Davidson, Mayor

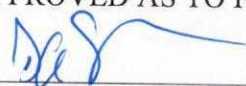
ATTEST:


Cheyenne Wright, City Clerk

SEAL



APPROVED AS TO FORM:


Derek A. Snyder, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein "MOU") is made on this _____ day of October 1, 2024, by and between the City of Neosho, a Missouri Municipal Corporation (hereinafter referred to as "City"), and the Neosho School District, formally known as Neosho R-5 School District, a Missouri political subdivision (hereinafter referred to as "School"), collectively referred to as the "Parties."

WHEREAS, City owns a certain tract of property located in part at 220 E. Spring Street in Neosho, Missouri, being more particularly described below (hereinafter referred to as "Park"); and

WHEREAS, School owns a certain tract of property located on Wood Street in Neosho, Missouri, being more particularly described below (hereinafter referred to as "Parking Lot"); and

WHEREAS, the City desires to transfer, convey and deed a portion of the Park to the School in exchange for the Parking Lot to be transferred, conveyed and deeded by the School to the City; and

WHEREAS, the School desires to transfer, convey and deed the Parking Lot to the City in exchange for a portion of the Park to be transferred, conveyed and deeded by the City to the School; and

WHEREAS, the Park property to be transferred, conveyed and deeded has not yet been described; and

WHEREAS, for the reasons set forth herein, the Parties desire to set forth the material terms of their collaboration to transfer, convey and deed to each respective party the Park and Parking Lot in this Memorandum of Understanding and Agreement.

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

1. Responsibilities of City.

a. City shall have prepared a legal survey to describe the existing Park property located at 220 E. Spring Street that shall substantively consist of the property described as follows:

All of Lots 1, 2 and 3 in Block 2 McCord's Addition to the City of Neosho, Newton County, Missouri, according to the recorded Plat thereof; EXCEPT the existing parking lot improvement on said property.

b. City shall adopt a Resolution authorizing this Memorandum of Understanding, and upon a legal description for said Park shall enter into a Real Estate Agreement with the School to deed the same to the School in exchange for the Parking Lot property from the School, with costs to be split equally between the parties.

c. City shall permit School reasonable access to the property to appraisers, surveyors, vendors, contractors and inspectors.

2. Responsibilities of School.

a. School shall adopt a Resolution authorizing this Memorandum of Understanding, and upon a legal description for said Park provided by City, shall enter into a Real Estate Agreement with the City to deed the Parking Lot to the City in exchange for the Park property to be legal described, with costs to be split equally between the parties. Parking Lot property is more legally described as follows:

*Lot 8 in Block 9 in McCord's Addition to the City of Neosho, Missouri,
according to the recorded Plat thereof*

b. If the School desires access to the Park property prior to closing of the sale for appraisal, inspection or improvements it shall hold City harmless from all costs and shall indemnify City and hold City harmless from all liability, claims, injuries, losses, damages, costs and expenses.

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

3. Environmental Notice. The parties acknowledge that the presence of an environmentally protected species known as the Ozark Cavefish, registered as "endangered" and/or "threatened" may exists on or within the Park and that adherence to State and/or Federal law must be applied to any activity on said property.

4. Termination. School may terminate this Agreement if City fails to provide the Park legal description within 120 days or fails to approve a Real Estate Agreement pursuant to the terms herein described within 120 days or if City unreasonably withholds access or approval for improvements. City may terminate this Agreement if School fails to provide and approve a Real Estate Agreement pursuant to the terms herein described within 120 days.

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

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

Neosho School District
ATTN: Superintendent
418 Fairground Rd
Neosho, MO 64850

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

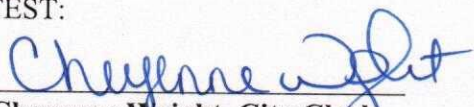
7. Severability. The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

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

CITY OF NEOSHO, MISSOURI

By: 
Richard Davidson, Mayor

ATTEST:

By: 
Cheyenne Wright, City Clerk

NEOSHO SCHOOL DISTRICT

By: _____
Jim Davis, Superintendent

ATTEST:

By: _____
, Secretary

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

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

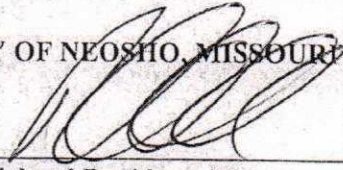
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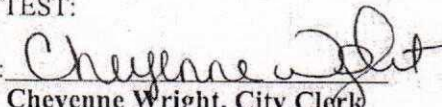
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IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

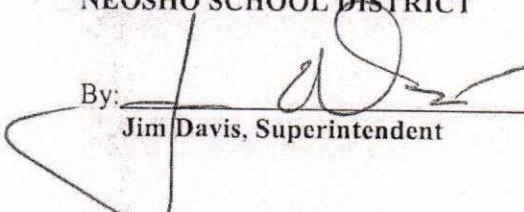
CITY OF NEOSHO, MISSOURI

By: 
Richard Davidson, Mayor

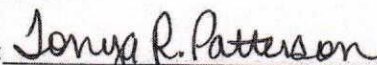
ATTEST:

By: 
Cheyenne Wright, City Clerk

NEOSHO SCHOOL DISTRICT

By: 
Jim Davis, Superintendent

ATTEST:

By: 
Sonya R. Patterson
Secretary

RESOLUTION OF BOARD OF THE NEOSHO SCHOOL DISTRICT

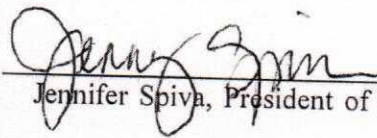
NOW ON THIS 7th day of October, 2024, the duly elected School Board of the Neosho School District, formerly known as the Neosho R-V School District, takes up for consideration the "Memorandum of Understanding and Agreement" between the Neosho School District and the City of Neosho in regard to the exchange of real estate as described in said Memorandum. Motion is made and seconded to authorize Jim Davis, Superintendent of the Neosho School District, to enter into said agreement on behalf of the Neosho School District. After discussion, said motion is passed and approved by the Neosho School Board.

BE IT RESOLVED that Jim Davis, Superintendent of the Neosho School District, is hereby authorized to execute the "Memorandum of Understanding and Agreement" for the exchange of real estate between the City of Neosho and the Neosho School District, as described in the attached "Memorandum of Understanding and Agreement".

This Resolution is executed this 7th day of October, 2024.

Neosho School District

By:



Jennifer Spiva, President of Neosho School

Board

ATTEST:



, Secretary of Neosho School Board