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**REQUESTED COUNCIL MEETING DATE:** April 3, 2018  
**ITEM:** Exchange Club Agreement

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**ORIGINATING DEPARTMENT:** Development Services  
**ATTACHMENTS:** Memorandum of Agreement

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**ROUTING ORDER**

<b>CITY MANAGER:</b>	Dana Daniel	<i>DD</i>	<b>DATE:</b> 5-27-18
<b>FINANCE DIRECTOR:</b>	Daphne Pevahouse	<i>DLP</i>	<b>DATE:</b> 3-28-18
<b>CITY CLERK:</b>	Rachel Holcomb		<b>DATE:</b>
<b>CITY ATTORNEY:</b>	Steve Hays		<b>DATE:</b>

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**PURPOSE:**

To review the Memorandum of Agreement with Exchange Club.

**BACKGROUND:**

As noted in previous Council meeting the Exchange Club will be making improvements to the Memorial located at the intersection of Highway 60 and Business 49. These improvements have been approved by MoDOT. This Memorandum verifies that the Exchange will be the responsible party for these improvements.

**RECOMMENDATION:**

City Staff recommends that City Council approve this agreement and authorize Mayor to sign.

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into on the last to sign below, by and between THE CITY OF NEOSHO, hereinafter referred to as "City," and NEOSHO EXCHANGE CLUB, hereinafter referred to as "Exchange," and collectively as "parties."

WHEREAS, the City has entered into a license agreement with Missouri Highways and Transportation Commission ("Commission") obtaining right-of-way usage to real estate located at State Route 60 and Business Route 59 and 60, Northwest Corner of red light intersection, Neosho, MO 64850;

WHEREAS, the Parties agree that Neosho Exchange Club has provided maintenance of said property since erection of flag at said location;

NOW THEREFORE, the parties agree that Exchange shall provide maintenance and general upkeep of the aforementioned property for a minimum of ten (10) years in accordance with the agreement the City has with the Commission. Said upkeep shall include compliance with Commission's standards, trash removal, mowing, payment for all lighting, flag and flag pole maintenance;

FURTHER, Exchange agrees to comply with all other conditions set forth in agreement City has with Commission;

FURTHER, the City agrees to maintain liability insurance on said property and comply with all other agreements with Commission.

IN WITNESS WHEREOF, the parties have signed, executed and acknowledged this Agreement on the date last written below.

**City of Neosho**

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

\_\_\_\_\_  
Ben Baker, Mayor

**Neosho Exchange Club**

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

\_\_\_\_\_  
Dan Bradford, Chairman