

CITY COUNCIL AGENDA

**Monday, May 7, 2018
City Council Meeting 6:00 PM**

AMENDED



NOTICE OF OPEN MEETING

Public Notice is hereby given that the City Council of the City of Excelsior Springs will conduct a **Council Meeting at 6:00 PM, May 7, 2018** in the Council Chambers, 201 East Broadway, Excelsior Springs, Missouri, to consider and act upon the matters on the following agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at the time.

AMENDED

The tentative agenda of this meeting is as follows.

City Council
City of Excelsior Springs

A G E N D A

City Council Meeting, 6:00 PM
Monday, May 7, 2018
AMENDED

Call to Order

Opening

Pledge of Allegiance

Roll Call

Visitors

Minutes of the Special City Council Meeting of April 13, 2018

Minutes of the Regular City Council Meeting of April 16, 2018

Minutes of the Special City Council Meeting of April 24, 2018

Consideration of Agenda

1. Proclamation - Older Americans Month
2. Proclamation - Community Action Agency Month
3. Consideration of Change Order #1 to Dawn and Todd Sewer Project to Add Golf Hill Sewer Project - Resolution No. 1122
4. Consideration of the Rezoning of Property Generally Located at Harrington & Wornall Road - Ordinance No. 18-05-01
5. Consideration of the Rezoning of the SWQ of McCleary Road and US Highway 69 - Ordinance No. 18-05-02
6. Consideration of a Preliminary and Final Plat by Aldi, Inc. - Ordinance No. 18-05-03
7. Consideration of Final Plat of Golf Hill Estates - Ordinance No. 18-05-04
8. Consideration of Special Use Permit 1261 St. Louis Ave - Ordinance No. 18-05-05
9. Consideration of Special Use Permit for 506 Dunbar - Ordinance No. 18-05-06
10. Consideration of Special Use Permit 814 Linwood - Ordinance No. 18-05-07
11. Consideration of Personnel Policy - Ordinance No. 18-05-08
12. Consideration of Tower Agreement with American Tower - Ordinance No. 18-05-09
13. Consideration of Tower Lease Agreement with Crown Castle - Ordinance No. 18-05-10
14. Consideration of Utility Assistance Program - Ordinance No. 18-05-11
15. Appropriations - Ordinance No. 18-05-12
16. Remarks - City Manager
17. Remarks - City Council
18. Remarks - Mayor
19. Adjourn

Representatives of the news media may obtain copies of this notice by contacting the City Manager's office, 201 East Broadway. Phone (816) 630-0752.

If any accommodations are required in order to attend this meeting (i.e. qualified interpreter, large print, reader, hearing assistance), please notify the City Manager's office no later than 48 hours prior to the beginning of the meeting.

Date and Time of Posting: AMENDED Friday, May 4, 2018 at 9:00am

SPECIAL COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
April 13, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 8:00 AM, on Friday, April 13, 2018 in the Council Chambers of the Hall of Waters Building. The Meeting was called to order by Mayor Eales.

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members: Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: None.

SWEARING IN OF FIRE PERSONNEL:

Mayor Eales read by title the Swear In of Fire Personnel.

Paul Tribble, Fire Chief administered the “Oath” to Shannon Hall. City Council Members congratulated Shannon Hall and Fire Department Personnel were in attendance for support.

ORDINANCE #18-04-06, CERTIFICATE OF ELECTION:

Mayor Eales read by title Ordinance #18-04-06.

Councilwoman Morgan made a motion to place on second reading Ordinance #18-04-06, ratifying the General Municipal Election results from Clay and Ray Counties held on April 3, 2018. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

 Nays: None, motion carried.

Mayor Pro-Tem Powell made a motion to approve Ordinance #18-04-06, ratifying the General Municipal Election results from Clay and Ray Counties held on April 3, 2018. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

 Nays: None, motion carried.

Ordinance #18-04-06 passed and approved April 3, 2018.

ADMINISTER OATH OF OFFICE TO NEW CITY COUNCIL MEMBERS:

The “Oath” was administered to re-elected council members Sonya Morgan and Brad Eales by the City Clerk.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

Present: Councilman McElwee
 Councilman Buckman
 Councilwoman Morgan

Mayor Pro-Tem Powell
Mayor Eales

Absent: None.

ELECTION OF MAYOR AND MAYOR PRO-TEM:

Susan Conyers, Executive Secretary was asked by the City Clerk to keep a record of votes cast by the City Council on a tally sheet.

The City Clerk passed out blank ballots to vote for “Mayor” to each of the five City Council Members. Marked ballots were gathered and read aloud. The results are as follows:

Five (5) votes cast for Brad Eales as Mayor. Brad Eales elected as Mayor for a period of one (1) year.

The City Clerk passed out blank ballots to vote for “Mayor Pro-Tem” to each of the five City Council Members. Marked ballots were gathered and read aloud. The results are as follows:

Five (5) votes cast for Sharon Powell as Mayor Pro-Tem. Sharon Powell elected as Mayor Pro-Tem for a period of one (1) year.

ROLL CALL – NEW CITY COUNCIL MEMBERS:

Present: Councilwoman Morgan
Councilman Buckman
Councilman McElwee
Mayor Pro-Tem Powell
Mayor Eales

Absent: None.

The ballots and tally sheet are attached and become a part of these minutes.

COMMENTS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. The flags are at half-staff in remembrance of Mayor Bill Dane, City of Kearney. He had a nice service and will be greatly missed.
2. Received a brief note that our Opportunity Zone was approved. We will find out more in the near future.
3. The Library was given an invitation and tour of the Hall of Waters Building by the City Manager to see if any areas in the building are usable while their location is under construction. They visited the building and noted the areas they think they can use.

Mayor Eales:

1. The City of Excelsior Springs has a lot going on and it has been a good year. We expect lots of activity in the near future as well that will also be good for the City.

Mayor Pro-Tem Powell:

1. Libraries all over are going to be shut down for renovations. It was mentioned at Rotary by Jim at the Library that Excelsior Springs is the only city that offered assistance and space and they are very appreciative.

Councilwoman Morgan:

1. Nothing to report.

Councilman McElwee:

1. Nothing.

Councilman Buckman:

1. Thank you to City Council, Staff, all City Workers; everything and everyone are working well together.

The Special City Council meeting adjourned at 8:15 am.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

REGULAR COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
April 16, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Regular City Council Meeting at 6:00 pm on Monday, April 16, 2018 in the Council Chambers of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

The opening prayer was led by Kent Cantrell of the Siloam Spring Baptist Chapel.

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members: Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: None.

VISITORS: None.

MINUTES OF THE REGULAR CITY COUNCIL MEETING APRIL 2, 2018:

Councilman Buckman made a motion to approve the minutes of the regular City Council Meeting of April 2, 2018. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

 Nays: None, motion carried.

Minutes of the Regular City Council Meeting of April 2, 2018 passed and approved April 16, 2018.

CONSIDERATION OF AGENDA:

Mayor Pro-Tem Powell made a motion to approve the agenda as presented. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

 Nays: None, motion carried.

The agenda as amended passed and approved April 16, 2018.

PROCLAMATION – NATIONAL VOLUNTEER WEEK:

A proclamation for recognition of National Volunteer Week was read aloud by Mayor Eales.

PROCLAMATION – BUSINESS WOMEN OF MISSOURI WEEK:

A proclamation in recognition of Business Women of Missouri will be presented to Ms. Sheila Miller at their State Conference next week.

CONSIDERATION OF LIQUOR LICENSE TRANSFER – EL MAGUEY:

Mayor Eales read by title the Consideration.

Clint Reno, Chief of Police, briefed the Council of the Consideration.

Mayor Pro-Tem Powell made a motion to approve the consideration of request by El Maguey Restaurant to transfer their current liquor licenses to their new location at 2359 Vintage Drive, Excelsior Springs, Missouri. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

Consideration of Liquor License Transfer of El Maguey passed and approved April 16, 2018.

RESOLUTION NO. 1117, CONSIDERATION OF POLICE VEHICLES PURCHASE:

Mayor Eales read by title the Resolution.

Clint Reno, Chief of Police, briefed the Council of the Resolution.

Councilman Buckman made a motion to approve Resolution No. 1117, for the Chief of Police to purchase two 2018 Model Police Package Equipped Vehicles at a cost not to exceed \$62,284.24 from Chuck Anderson Ford. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Resolution No. 1117 passed and approved April 16, 2018.

RESOLUTION NO. 1118, MONTH OF MAY AS NATIONAL PRESERVATION MONTH:

Mayor Eales read by title the Resolution.

Melinda Mehaffy, Director of Economic Development, briefed the Council of the Resolution.

Councilwoman Morgan made a motion to approve Resolution No. 1118, approving the Month of May 2018 as National Preservation Month. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

Nays: None, motion carried.

Resolution No. 1118 passed and approved April 16, 2018.

ORDINANCE NO. 18-04-07, CONSIDERATION OF AMENDEMENT TO DEP AGREEMENT:

Mayor Eales read by title Ordinance No. 18-04-07.

Molly McGovern, City Manager, briefed the Council of the Ordinance.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-04-07 approving the amendment of a contract with the Downtown Excelsior Partnership on second reading. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

Nays: None, motion carried.

Councilman McElwee made a motion to approve Ordinance No. 18-04-07 approving the amendment of a contract with the Downtown Excelsior Partnership. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Morgan, Buckman, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-04-07 passed and approved April 16, 2018.

ORDINANCE NO. 18-04-08, CONSIDERATION OF CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY TO LCRA FOR THE PURPOSE OF REDEVELOPMENT:

Mayor Eales read by title Ordinance No. 18-04-08.

Molly McGovern, City Manager, briefed the Council of the Ordinance.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-04-08 authorizing the conveyance of Real Property owned by the City of Excelsior Springs, Missouri to the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri for the purpose of redevelopment on second reading. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Pro-Tem Powell made a motion to approve Ordinance No. 18-04-08 authorizing the conveyance of Real Property owned by the City of Excelsior Springs, Missouri to the Land Clearance for Redevelopment Authority of Excelsior Springs, Missouri for the purpose of redevelopment. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: McElwee, Morgan, Buckman, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-04-08 passed and approved April 16, 2018.

ORDINANCE NO. 18-04-09, CONSIDERATION OF SEWER RATE ADJUSTMENT:

Mayor Eales read by title Ordinance No. 18-04-09.

Steve Marriott, Director of Administrative Services, briefed the Council of the Ordinance.

Mayor Pro-Tem Powell made a motion to place Ordinance No. 18-04-09 determining the necessity of increases in Municipal Sewer Rates for Capital Improvements, Debt Service and Operating Costs; establishing a Schedule of Rates by Customer Class; and amending Schedule of Fees, Title 1, Appendix A, of the Municipal Code in conformance therewith on second reading. Motion was seconded by Councilman McElwee.

Roll Call of Votes: Ayes: Morgan, Buckman, McElwee, Powell, Eales

Nays: None, motion carried.

Councilman McElwee made a motion to approve Ordinance No. 18-04-09 determining the necessity of increases in Municipal Sewer Rates for Capital Improvements, Debt Service and Operating Costs; establishing a Schedule of Rates by Customer Class; and amending Schedule of Fees, Title 1, Appendix A, of the Municipal Code in conformance therewith. Motion was seconded by Councilman Buckman.

Roll Call of Votes: Ayes: Morgan, McElwee, Buckman, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-04-09 passed and approved April 16, 2018.

ORDINANCE NO. 18-04-10, APPROPRIATIONS:

Mayor Eales read by title Ordinance No. 18-04-10.

Steve Marriott, Director of Administrative Services, briefed the Council of the Ordinance.

Councilwoman Morgan made a motion to place Ordinance No. 18-04-10 placing appropriations in the amount of \$708,981.28 on second reading. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

Nays: None, motion carried.

Mayor Eales read by title the Second Reading of Ordinance No. 18-04-10

Councilman Buckman made a motion to approve Ordinance No. 18-04-10 approving appropriations in the amount of \$708,981.28. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

Ordinance No. 18-04-10 passed and approved April 16, 2018.

REMARKS – CITY MANAGER AND CITY COUNCIL:

City Manager, Molly McGovern:

1. To kick off National Volunteer Week, the Amazing Race starts Tuesday, April 17, 2018 and the week ends Saturday, April 21, 2018 with an Appreciation Dinner at Lake Doniphan from 2:00 – 6:00 PM for all City Volunteers.

Councilwoman Morgan:

1. A resident asked if the tornado siren that can be heard on Benton Avenue, can be louder?

Mayor Pro-Tem Powell:

1. At the Quality of Life Meeting, a federal grant gave future dollars to our City.

Councilman Buckman:

1. Nothing this evening.

Councilman McElwee:

1. Nothing this evening.

Mayor Eales:

1. Thank you for Saturday after the event.
2. Chad's crews at the Golf Course are working on the Pavilion.

With no further business at hand, Mayor Pro-Tem Powell motioned to close the Regular City Council Meeting and go into CLOSED SESSION Immediately Following Pursuant to Section 610.021 RSMo. (2) Real Estate & LCRA Meeting. Councilwoman Morgan seconded.

Roll Call of Votes: Ayes: Buckman, Morgan, McElwee, Powell, Eales

Nays: None, motion carried.

The Regular City Council Meeting of April 16, 2018 adjourned at 6:22 pm.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

SPECIAL COUNCIL MEETING
CITY OF EXCELSIOR SPRINGS
EXCELSIOR SPRINGS, MISSOURI
April 24, 2018

The City Council of the City of Excelsior Springs, Missouri met in a Special City Council Meeting at 8:00 am on Tuesday, April 24, 2018 in the Council Chambers of the Hall of Waters Building. The meeting was called to order by Mayor Eales.

The Pledge of Allegiance was led by Mayor Eales.

Roll Call of Members: Present: Mayor Brad Eales, Mayor Pro-Tem Sharon Powell, Councilman Ambrose Buckman, Councilwoman Sonya Morgan, and Councilman Brent McElwee.

Absent: None.

VISITORS: None.

CONSIDERATION OF CHANGE OF LIQUOR LICENSE TRANSFER – THE ATLAS SALOON & BREWERY:

Mayor Eales read by title the Consideration.

Clint Reno, Chief of Police briefed the Council of the consideration.

Councilman Buckman made a motion to approve a change in managing officer for The Atlas Saloon & Brewery to James McCullough, replacing Michael Palier. Motion was seconded by Mayor Pro-Tem Powell.

Roll Call of Votes: Ayes: Morgan, Buckman, McElwee, Powell, Eales

 Nays: None, motion carried.

Consideration of change in managing officer for The Atlas Saloon & Brewery to James McCullough, replacing Michael Palier passed and approved April 24, 2018.

Clint Reno, Chief of Police briefed the Council of the consideration.

Mayor Pro-Tem Powell made a motion to approve a request by James McCullough, for a Microbrewery license for The Atlas Saloon and Brewery, located at 100 W. Broadway, Excelsior Springs, Missouri. Motion was seconded by Councilwoman Morgan.

Roll Call of Votes: Ayes: Buckman, McElwee, Morgan, Powell, Eales

 Nays: None, motion carried

Consideration to approve a request by James McCullough, for a Microbrewery license for The Atlas Saloon and Brewery, located at 100 W. Broadway, Excelsior Springs, Missouri passed and approved April 24, 2018.

COMMENTS:

City Manager, Molly McGovern:

1. City Council Members asked for an update on Wyman School. Michael Snodgrass has interest in the building and is looking for plans to the building. He cannot find any and would like a Memorandum of Understanding from the City. It will cost an additional \$2,500 since there are no plans. His intent is to fix the building for housing. He spoke with the Mayor regarding the types of revisions that will have to be made.

With no further business at hand, Mayor Pro-Tem Powell motioned to close the Special City Council Meeting and go into the Land Clearance For Redevelopment Authority Meeting Immediately Following. Councilman McElwee seconded.

Roll Call of Votes: Ayes: McElwee, Buckman, Morgan, Powell, Eales

Nays: None, motion carried.

The Special City Council Meeting of April 24, 2018 adjourned at 8:05 am.

ATTEST:

BRADLEY T. EALES, MAYOR

SHANNON STROUD, CITY CLERK

PROCLAMATION

Older Americans Month 2018

A PROCLAMATION

Whereas, the City of Excelsior Springs includes over 2,000 older Americans who enrich and strengthen our community; and

Whereas, the City of Excelsior Springs is committed to engaging and supporting older adults, their families, and caregivers; and

Whereas, we acknowledge the importance of taking part in activities that promote physical, mental, and emotional well-being—no matter your age; and

Whereas, our community can enrich the lives of individuals of *every age* by:

- promoting home- and community-based services that support independent living;
- involving older adults in community planning, events, and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now therefore, I, *Bradley T. Eales, Mayor of the City of Excelsior Springs*, do hereby proclaim May 2018 to be Older Americans Month. I urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

Dated this 7th day of May, 2018

Bradley T. Eales, Mayor





PROCLAMATION

WHEREAS, Community Action connects individuals and families to approaches that help them succeed and promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans are able to live in dignity; and

WHEREAS, Community Action connects millions of children and families to greater opportunity, transforming their lives and making our communities – and our nation - stronger; and

WHEREAS, Community Action serves 99% of America's counties in rural, suburban, and urban communities, offering life-changing services that create pathways to prosperity by connecting families to job training, affordable housing, utility assistance for seniors, promoting community-wide solutions and sharing expertise; and

WHEREAS, Community Action will continue to implement innovative programs that create a greater chance at success for everyone, will continue to focus on a broader range of community challenges to ignite economic growth and ensure all families can benefit, and will continue to be a voice for the disenfranchised.

NOW, THEREFORE, I, Bradley T. Eales, Mayor of the City of Excelsior Springs, Missouri, do hereby proclaim May 2018 to be "COMMUNITY ACTION MONTH" in recognition of the hard work and dedication of all Community Action agencies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Excelsior Springs.

SO DONE this 7th day of May, 2018.

SEAL:

Bradley T. Eales, Mayor





Public Works
Council Meeting 5/7/2018

To: Mayor and City Council
From: Chad Birdsong, Director of Public Works
Date: 5/2/2018
RE: Consideration of Change Order #1 to Dawn and Todd Sewer Project to Add Golf Hill Sewer Project - Resolution No. 1122

Public Works has been working with Larkin Engineering on the new sewer system for the new Golf Hill Subdivision and providing sewer to the new Clubhouse. The original opinion of probable cost for this work for the sewer was \$578,000.00 by Larkin. We received very competitive bids from RAB Trenchless Solutions on the Dawn and Todd Sewer Project and have been working with them to add the Golf Hill Sewer Project to the Dawn and Todd Sewer Project with a change order and they were able to hold the same unit prices to accomplish this additional work. Change order #1 is attached in the amount of \$302,111.72 to complete the Golf hill Sewer Project and adds an additional 60 days to the project. The total amount for both projects would now total \$698,714.72.

A resolution has been prepared and is attached for your consideration and approval of Change Order #1.

If you have any questions regarding this matter, please don't hesitate to call me.

Chad Birdsong, Director of Public Works

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/2/2018
Change Order	Exhibit	5/2/2018
Change order #1 and Technical Specifications	Cover Memo	5/2/2018

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AND APPROVING CHANGE ORDER
NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF EXCELSIOR
SPRINGS, MISSOURI AND RAB TRENCHLESS SOLUTIONS, LLC FOR
SANITARY SEWER EXTENSIONS**

WHEREAS, by Ordinance No. 17-12-05, passed and approved December 18, 2017, the City approved a contract with RAB Trenchless Solutions, LLC for construction services for the 92 Highway Area Sanitary Sewer Extension Project (the “Agreement”); and

WHEREAS, the City Council finds it in the best interest of the City to authorize and approve Change Order No. 1 under the Agreement for the addition of sewers to the Golf Hill Subdivision and the new Golf Course Clubhouse as described in Exhibit 1 attached hereto at an increase in cost of \$302,111.72.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager and the Director of Utility Services of the City of Excelsior Springs, Missouri are hereby authorized to execute Change Order No. 1 as described in Exhibit 1 hereto at an increase in cost of \$302,111.72, resulting in a revised maximum contract amount of \$698,714.72 pursuant to all other terms of the Agreement.

THIS RESOLUTION PASSED AND APPROVED THIS ____ DAY OF _____, 2018.

APPROVED:

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Change Order No. 1

Date of Issuance: 4-30-18

Effective Date: 5-7-18

Owner: City of Excelsior Springs, Missouri

Owner's Contract No.:

Contractor: RAB Trenchless Solutions, LLC

Contractor's Project No.:

Engineer: Larkin Lamp Ryneerson

Engineer's Project No.: 0317040.01

Project: Sanitary Sewer Extension – 92 Highway Area

Contract Name: Sanitary Sewer Extension – 92 Highway Area

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Added Golf Hill Estates Sanitary Sewer work to project including 2664 LF of pipe.
2. All work will be in accordance with the plans and specifications as prepared by Larkin Lamp Ryneerson.

Attachments: Bid Form and Project Specifications

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
\$ 396,603.00	Substantial Completion: <u>October 6, 2018</u>
	Ready for Final Payment: <u>November 5, 2018</u>
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 396,603.00	Substantial Completion: <u>October 6, 2018</u>
	Ready for Final Payment: <u>November 5, 2018</u>
	days or dates
Increase of this Change Order:	Increase of this Change Order:
\$ 302,111.72	Substantial Completion: <u>60 days</u>
	Ready for Final Payment: <u>60 days</u>
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 698,714.72	Substantial Completion: <u>December 5, 2018</u>
	Ready for Final Payment: <u>January 4, 2019</u>
	days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Civil Design Group Leader</u>	Title: _____	Title: <u>Managing Member</u>	
Date: <u>4/30/18</u>	Date: _____	Date: <u>4-30-2018</u>	



LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

Bid Form
Golf Hill Estates - Sanitary Sewer
City of Excelsior Springs
Larkin Lamp Rynearson

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Manhole (4') (Complete) (8' Depth)	EA.	23	\$ 3,200.00	\$ 73,600.00
2	Manhole (4') (Extra Depth)	V.F.	42	\$ 450.00	\$ 18,900.00
3	8" Sanitary Sewer (PVC) (Type X) (0'-8')	L.F.	742.44	\$ 41.00	\$ 30,440.04
4	8" Sanitary Sewer (PVC) (Type X) (9'-12')	L.F.	828.28	\$ 49.00	\$ 40,585.72
5	8" Sanitary Sewer (PVC) (Type X) (13'-18')	L.F.	762.32	\$ 53.00	\$ 40,402.96
6	8" Sanitary Sewer (DIP) (Class 50)	L.F.	20	\$ 81.25	\$ 1,625.00
7	4" Sanitary Sewer (PVC) (SDR-35) (Service Line)	L.F.	310	\$ 25.00	\$ 7,750.00
8	Connect to Existing (Manhole)	EA.	1	\$ 300.00	\$ 300.00
9	Type I Street Repair	C.Y.	24	\$ 197.00	\$ 4,728.00
10	Haul off Road Base	L.F.	122	\$ 125.00	\$ 15,250.00
11	Bore	L.F.	110	\$ 105.00	\$ 11,550.00
12	Rock Excavation *	C.Y.	148	\$ 385.00	\$ 56,980.00
Total Construction Cost:					\$ 302,111.72

Notes

1. Sanitary Sewer Estimate is based on the RAB Quote
2. Rock Excavation Estimate is Based on a 500' Long x 4' Wide Trench *

CITY OF EXCELSIOR SPRINGS, MO

TECHNICAL SPECIFICATIONS

**GOLF HILL SANITARY ESTATES SANITARY SEWER
LARKIN LAMP RYNearson PROJECT NO. 0317040.01**

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SECTION 01010 - SUMMARY OF WORK**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Work covers construction of the Golf Hill Estates Sanitary Sewer.
- B. Related requirements specified elsewhere:
 - 1. Section 01500: Temporary Facilities and Controls
- C. Contractor's duties:
 - 1. Except as specifically noted, provide and pay for:
 - a. Labor, materials, and equipment.
 - b. Tools, construction equipment, and machinery.
 - c. Water, heat, and utilities required for construction.
 - d. Other facilities and services necessary for proper execution and completion of work.
 - 2. Pay legally required sales, consumer, and use taxes.
 - a. Owner will furnish Contractor a state sales tax number for use by the Contractor.
 - b. Other use taxes shall be paid by the Contractor.
 - 3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
 - a. Permits.
 - b. Government fees.
 - c. Licenses.
 - 4. Give required notices.
 - 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
 - 6. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements.

It is Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.

 - a. Appropriate modifications to Contract Documents will adjust necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements, without notice.
 - 7. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.
 - 8. Pay minimum wages and comply with prevailing wage law requirements.
 - 9. Comply with nondiscrimination requirements.
 - 10. Perform all supervision and work necessary to provide safe working conditions for completion of all required excavation and construction work.

11. Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.
12. Notify Owner of existing conditions differing from those indicated on the Drawings. Do not remove or alter structural components without prior written approval.

1.02 CONTRACTOR USE OF PREMISES

- A. Confine Operations at site to areas permitted by:
 1. Law.
 2. Ordinances.
 3. Permits.
 4. Contract Documents.
 5. Owner.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Use of site.
Exclusive and complete for execution of work, except:
 1. Contractor shall maintain access to existing facilities.
 2. Owner shall have access to existing facilities.
- H. Operation of the existing facilities:
 1. It is essential that the existing facilities be kept in operation during the construction period. Short periods of shutdown will be possible to permit modifications or connections to or tie in with existing facilities. The time period will vary with Owner usage at different times of the day.
 2. In some instances, it will be necessary to complete and put new facilities into operation prior to commencing work on existing facilities which would require their removal from service.
 3. Where interruption of existing facilities are necessary, the Contractor is to plan his work in cooperation with facility operating personnel for the least possible disruption of service. Night or weekend work may be necessary. When facility operation must be suspended because of the Contractor's work, he shall have all necessary materials and equipment on hand, and have ample work force available prior to beginning the work.

1.03 POSITION, GRADIENT, AND ALIGNMENT

- A. All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site the required benchmarks and base lines. Detailed

survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures, shall be performed by the Contractor.

- B. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points, may be ordered removed and replaced at the Contractor's expense.

1.04 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY

- A. Protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the Contract shall be restored to the original condition thereof as determined and approved by the Engineer. All replacements of such underground construction and surface structures or parts thereof shall be made with new materials conforming to the requirements of these Specifications or, if not specified, as approved by the Engineer.
- B. The Contractor shall be responsible for all damage to streets, roads, highways, railroads, shoulders, ditches, embankments, culverts, bridges, power transmission lines, oil lines, gas lines, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof, whether by him or his subcontractor or subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

1.05 INSPECTION BY PUBLIC AGENCIES

- A. Authorized representatives of the Engineers and Owner shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

1.06 CONTRACTOR'S RESPONSIBILITY FOR MATERIALS

- A. The Contractor shall be responsible for the condition of all materials furnished by him, and he shall replace at his own cost and expense any and all such material found to be defective in design or manufacture, or which has been damaged after delivery. This includes the furnishing of all materials and labor required for replacement of any installed material which are found to be defective at any time prior to the expiration of 1 year from the date of final payment.

1.07 EXPLANATION OF PROPOSAL

- A. The Owner reserves the right to select any or all alternates. The best and lowest bid will be determined by bidder's qualifications and the low total price for the base bid and the alternate bid items selected by the Owner.
- B. Base bid:
The base bid includes complete construction of the project, ready for use, except for items specifically listed as alternate bid items.

1.08 "OR EQUAL" STATEMENT

- A. When a manufacturer's name is used in these Specifications it is used to establish a standard and the words "or equal", if not stated, are implied.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Method of measurement.
- B. Basis of payment.

1.02 RELATED SECTIONS

- A. Agreement Exhibit E Bid Form
- B. Section 01010 - Summary of Work
- C. Section 01700 - Project Closeout

1.03 UNIT PRICES

- A. Various items of work are bid on a unit price basis to provide flexibility for change in quantities during construction. Unless a change in the indicated limits is made during construction, final payment will be based on the item total listed in the Proposal, as if it was a Lump Sum amount.
- B. If changes are made in the indicated limits during construction, payment for the item will be adjusted upward or downward, in accordance with the actual change in plan quantity, using the unit price for the item listed in the Proposal.
- C. The Contract unit prices bid in the Proposal shall be full compensation for furnishing, preparing, transporting, delivering, and placing all materials, and for all labor, equipment, tools, and incidentals, as well as all subsidiary items, necessary to complete the Work.
- D. All items shown on the Plans or covered by these Specifications but for which there are no unit or Lump Sum prices, will not be paid for directly but will be considered as subsidiary items in connection with items for payment. The Contractor shall include allowance for all such items in his unit prices bid.
- E. Quantities of unit price items can be adjusted upward or downward by the Owner to the extent that the final Contract amount for that section is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work may be performed at the original bid unit prices if agreed by the Owner and Contractor, or in accordance with provisions for additional, omitted or changed work.
- F. At the Contractor's option and expense, cross-sections of fill areas before and after construction may be made for consideration in arriving at final quantities of earthwork. Otherwise, the quantities contained in the Proposal shall be considered final.

PART 2 – PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION**3.01 GENERAL**

- A. The method of measurement and basis of payment for each item as listed in the Bid Form shall be as stipulated in each of the following items.
 - 1. Mobilization, Clearing, Grubbing, Demolition, Seeding, Fertilizing, Mulching, Traffic Control, Erosion Control, and Construction Staking are all subsidiary to the other bid items listed herein.
 - 2. Type I Street Repair
 - a. This item includes full depth street repair, not including overlay surface, for pipe replacements and shall be measured to the limits of the patch operation. Measurement will be based on plan quantity regardless of the actual patched area, unless the contractor is specifically authorized by the Engineer to repair additional areas.
 - b. Payment for Type I Street Repair shall be paid for at the contract unit price per cubic yard of pavement area replaced for the depth as specified in the plans. This item shall include all costs for labor and material, saw cutting or milling of existing pavement to remain, removal of existing pavement, and all incidental and appurtenant work required to complete the item.
 - 3. Pipe (X") (SDR) (PVC) (DIP)
 - a. Pipe will be measured for payment on a horizontal plane, per linear foot, along the longitudinal centerline of the pipe as installed. Measurement will be made between all manholes and to the inside edge of the manholes on each end of the pipe.
 - b. Payment for Pipe, of each designated type and size, shall be paid for at the contract unit price, per linear foot and shall cover all costs of furnishing and installation, including all excavation and trenching, pipe, jointing materials, pipe embedment, backfill, concrete encasement, pipe collars, connection to newly installed structures or pipes, and testing of the completed lines unless otherwise stated herein. All flowable fill backfill under street and sidewalk shall be considered subsidiary to pipe placement.
 - 4. Manhole (X")
 - a. The Engineer will measure each sanitary manhole of the specified size and type.
 - b. Payment for installing new sanitary manholes, as detailed on the Drawings, including furnishing all materials, labor, and equipment shall be paid for at the contract unit price per each and shall include the pipe connections, inlet foundation, invert construction, walls,

- top section, steps, frame and cover, inlet frame, concrete fill and supports, removal of existing structure and all other costs in connection therewith to make a complete construction.
5. Connect to Existing Manhole
 - a. The Engineer will measure each sanitary sewer pipe connection to existing manholes.
 - b. Payment for installing sanitary pipe to existing manholes, as detailed on the drawings, including furnishing all materials, labor and equipment shall be paid for at the contract unit price per each and shall include the all costs in connection therewith to make a complete construction.
 6. Rock Excavation
 - a. The Engineer will measure rock excavation by the cubic yard of rock required for removal to install pipe or manhole structures.
 - b. Payment for rock excavation at the contract unit price per cubic yard of rock excavated shall include all costs for labor and material to remove rock that can only be removed with a hydraulic ram hammer. Rock that is easily excavated by conventional digging with a back hoe will not be included in this line item.
 7. Manhole (4') (Extra Depth)
 - a. Extra depth manholes will be measured for payment on a vertical plane, per vertical foot, along the centerline of the manhole as installed.
 - b. Payment for installing new extra depth of sanitary manholes, as detailed on the Drawings, including furnishing all materials, labor, and equipment shall be paid for at the contract unit price per vertical foot beyond 8 feet of manhole and shall include the pipe connections, invert construction, walls, top section, steps, frame and cover, inlet frame, concrete fill and supports, removal of existing structure and all other costs in connection therewith to make a complete construction.
 8. Bore
 - a. The engineer will measure the boring by the linear foot of boring for installed pipe.
 - b. Payment for boring, as detailed on the drawings, including furnishing all materials, labor and equipment shall be paid for at the contract unit price per linear foot and shall include all costs in connection therewith to make a complete construction.
 9. Haul off Road Base
 - a. The Engineer will measure the road base haul off by the linear foot of pipe under the street that is receiving a type I street repair.
 - b. Payment for haul off road base, as detailed on the drawings, including furnishing all materials, labor and equipment shall be paid for at the contract unit price per linear foot and shall include all cost

in connection with hauling off road base.

END OF SECTION

SECTION 01027 - APPLICATIONS FOR PAYMENT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Progress payment and final payment.

1.02 RELATED SECTIONS

- A. Bid Proposal Form
- B. General Conditions
- C. Section 01740: Force Account

1.03 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Engineer's approval of the schedule of values to be submitted under the Regulations of the Contract and further described in these Specifications.
- B. During progress of the Work, modify the schedule of values for approval by the Engineer to reflect changes in the contract sum due to change orders or other modifications of the Contract or Work schedule.
- C. Base requests for payment on the approved Work completed, not to exceed the schedule of values.

1.04 SUBMITTALS

- A. Progress payment submittal:
 - 1. Make formal submittal by filling in the agreed data, by typewriter or neat lettering in ink, on Application for Payment, plus continuation sheet or sheets.
 - 2. Included with certificate for payment shall be properly executed bills of sale for materials and equipment upon which payment is being requested.
 - 3. Sign and notarize the application and certificate for payment.
 - 4. Submit the original and three copies to the Engineer for payment approval.
 - 5. Payments shall be submitted to the Engineer on the twentieth of each month for approval. Owner will process payment submittal within 30 days after Engineer approval.
- B. Final payment:
Final payment shall be processed as described in Section 01700 of these Specifications.

PART 2 - MATERIALS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01220 - PROJECT MEETINGS**PART 1 – GENERAL****1.01 SECTION INCLUDES**

- A. Project meeting.
- B. Delays in meeting schedules shall not constitute an allowable extension of time when determining liquidated damages.

1.02 RELATED SECTIONS

- A. Section 01340: Shop Drawings, Product Data, and Samples
- B. Section 01720: Project Record Documents

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule after date of notice to proceed.
- B. Attendance:
 - 1. Owner.
 - 2. Engineer.
 - 3. General Contractor.
 - 4. Subcontractors.
 - 5. Representatives of governmental or other regulatory agencies.
- C. Minimum agenda:
 - 1. Distribute and discuss:
 - a. List of major subcontractors.
 - b. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Relation and coordination of prime contractors.
 - 4. Designation of responsible personnel.
 - 5. Processing of field decisions and Change Orders.
 - 6. Adequacy of distribution of Contract Documents.
 - 7. Submittal of Shop Drawings, Project Data and Samples.
 - 8. Procedures for maintaining record documents.
 - 9. Use of premises:
 - a. Office and storage areas.
 - b. Owner's requirements.
 - 10. Major equipment deliveries and priorities.
 - 11. Safety and first-aid procedures.
 - 12. Security procedures.
 - 13. Housekeeping procedures.

1.04 PROJECT MEETINGS

- A. Hold called meetings as progress of work dictates.
- B. Location of meetings:
Job Site, or as indicated in notice.

-
- C. Attendance:
1. Engineer or Engineer's representative.
 2. General Contractors.
 3. Subcontractors as pertinent to agenda.
- D. Minimum agenda:
1. Review work progress since last meeting.
 2. Note field observations, problems, and decisions.
 3. Identify problems which impede planned progress.
 4. Revise construction schedule as indicated.
 5. Plan progress during next work period.
 6. Coordinate projected progress with other prime contractors.
 7. Review submittal schedules, expedite as required to maintain schedule.
 8. Maintaining of quality and work standards.
 9. Review changes proposed by Owner for:
 - a. Effect on construction schedule.
 - b. Effect on completion date.
 10. Complete other current business.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Shop Drawings, Product Data, and Samples required by specification sections.

1.02 RELATED SECTIONS

- A. Section 01410: Testing Laboratory Services
- B. Section 01700: Project Closeout
- C. Section 01720: Project Record Documents

1.03 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting or erection details.
- B. Prepared by a qualified detailer.
- C. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

1.04 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
 - 1. Modify drawings to delete information which is not applicable to project.
 - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.

1.05 SAMPLES

- A. Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office samples: of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product or material with integrally related parts and attachments devices.
 - 2. Full range of color samples.
 - 3. After review, samples may be used in construction of Project.
- C. Field samples and mock-ups:
 - 1. Erect at Project site at location acceptable to Engineer.

2. Construct each sample or mock-up complete, including work of all trades required in finished work.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data, and Samples prior to submission.
- B. Verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals, unless the Engineer gives written acceptance of specific deviations.
- F. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until submittal approval.
- H. After Engineer's review, distribute copies.

1.07 SUBMISSION REQUIREMENTS

- A. Schedule submissions at least 10 days before dates approved submittals will be needed.
- B. Submit number of copies of Shop Drawings, Product Data, and Samples which Contractor requires for distribution plus three copies which will be retained by the Engineer.
- C. Submit number of Samples specified in each of Specification sections.
- D. Accompany submittals with transmittal letter, in duplicate, containing:
 1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. The number of each Shop Drawing, Product Data, and Sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Other pertinent data.
- E. Submittals shall include:
 1. Date and revision dates.
 2. Project title and number.
 3. The names of:
 - a. Engineer.
 - b. Contractor.

- c. Subcontractor.
- d. Supplier.
- e. Manufacturer.
- f. Separate detailer when pertinent.
- 4. Identification of product or material.
- 5. Relation to adjacent structure or materials.
- 6. Field dimensions, clearly identified.
- 7. Specification section number.
- 8. Applicable standards, such as ASTM number or Federal Specification.
- 9. A blank space, 3 inches by 5 inches, for the Engineer's stamp.
- 10. Identification of deviations from Contract Documents.
- 11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

- A. Shop Drawings:
 - 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 - 2. Indicate on drawings any changes which have been made other than those requested by Engineer.
 - 3. Product Data and Samples:
Submit new data and samples as required for initial submittal.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Distribute copies of Shop Drawings and Product Data which carry Engineer's stamp, to:
 - 1. Contractor's file.
 - 2. Job-site file.
 - 3. Record Documents file.
 - 4. Subcontractors.
 - 5. Supplier.
 - 6. Fabricator.
- B. Distribute samples as directed.

1.10 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness.
- B. Review for:
 - 1. Design concept of project.
 - 2. Information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature indicating review of submittal.

-
- E. Return submittals to Contractor for distribution.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01410 - TESTING LABORATORY SERVICES**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Testing:
From time to time during progress of the work, the Owner may require that testing be performed to determine that materials provided for the work meet the specified requirements.

1.02 RELATED SECTIONS

- A. Requirements for testing may be described in various Sections of these Specifications. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require testing to be performed under current pertinent standards for testing.

1.03 QUALITY ASSURANCE

- A. Qualifications of testing laboratory:
The testing laboratory will be qualified to the Owner's approval.
- B. Codes and standards:
Testing will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.04 TEST REPORT DISTRIBUTION

- A. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work. The testing laboratory shall distribute copies of the test results as follows:

Owner	1 copy
Engineer office	1 copy
Contractor office	1 copy
Project Representative	1 copy
Job Superintendent	1 copy

1.05 PAYMENT FOR TESTING SERVICES

- A. Initial services:
1. The Owner shall pay for all initial testing services for concrete testing during construction. All cost required for mix design shall be paid by Contractor.
 2. The Owner will pay for all initial testing services for soil and compaction testing.
 3. Testing not called for but required by Owner will be paid by the Owner.
 4. The Owner shall pay all delivery cost on concrete cylinders.

5. The Contractor shall pay all cost for concrete and asphalt mix design requirements. This cost is not part of testing allowance.
- B. Re-testing:
When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be paid by the Contractor.

1.06 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.07 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 2 - MATERIALS

Not applicable to this section.

PART 3 - EXECUTION

3.01 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the testing laboratory shall have access to the Work at all times. Provide facilities for such access in order that the laboratory may properly perform its functions.

3.02 SCHEDULES FOR TESTING

- A. Establishing schedule:
 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 2. Provide all required time within the construction schedule.
- B. Revising schedule:
When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. Adherence to schedule:
When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay may be back charged to the Contractor and shall not be borne by the Owner.

3.03 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling

equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

- B. Concrete specimens for test cylinders shall be taken by the Owner.

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Temporary facilities and controls that are required for this Work but not necessarily limited to:
 - 1. Temporary utilities such as gas, water, electricity, and telephone.
 - 3. Sanitary facilities.
 - 4. Enclosures such as tarpaulins, barricades, and canopies.

1.02 RELATED SECTIONS

- A. Section 01700: Project Closeout
- B. Utility hook-up: Installation and hook-up of the various utility lines are described in other pertinent sections of these Specifications.

1.03 PRODUCT HANDLING

- A. Protection:
Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
- B. Replacements:
In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 2 – MATERIALS**2.01 UTILITIES**

- A. Temporary utilities:
 - 1. General:
Provide and pay all costs for all gas, water, and electricity required for the performance of the Work.
 - 2. Temporary piping:
Furnish and install all necessary temporary piping and, upon completion of the Work, remove all such temporary piping.

2.02 SANITARY FACILITIES

- A. Furnish and install all required temporary toilet buildings with sanitary toilets for use by all personnel. Comply with all minimum requirements of all public agencies having jurisdiction. Maintain in a sanitary condition at all times.

2.03 ENCLOSURES

- A. Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all pertinent safety and other regulations.

2.05 CONSTRUCTION FENCE

- A. Fence shall be a minimum of 4 feet high and constructed from snow fence, chain link or plastic safety fence. Fence shall be constructed completely around project.

2.06 TREE PROTECTION

- A. Trees inside project limits shall be protected with barricades. Barricades shall be same material as construction fence and located at tree drip line.

PART 3 - EXECUTION**3.01 REMOVAL**

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Engineer.

3.02 SAFETY

- A. Erection and maintenance of all safety barricades, shoring, fences, and other devices necessary for safe conditions to protect the Work, equipment, workmen, public, and others, shall be the responsibility of the Contractor. The Contractor shall erect or construct such devices as conditions may require and shall maintain them to provide safe conditions throughout the construction period.

END OF SECTION

SECTION 01570 - MAINTENANCE OF TRAFFIC AND ACCESS**PART 1 – GENERAL****1.01 GENERAL**

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them provided that maintenance of traffic will not be required where the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic for the duration of time as may be agreed upon.
- B. The Contractor shall present a work schedule and a plan for handling traffic during construction for review and approval by the Owner before commencing any work. The traffic control plan shall be certified by an ATSSA Worksite Traffic Supervisor.
- C. Contractor shall obtain required permits 15 days in advance of proposed closure date, in order to allow sufficient time for public notification.

PART 2 – MATERIALS**2.01 TRAFFIC CONTROL DEVICES**

- A. In addition to traffic control devices shown on the plans, the Contractor shall provide and maintain all barricades, cones, construction warning signs, flagmen, temporary pavement marking, and incidental devices to protect the traveling public and the Contractor's personnel or equipment on the job site. During all phases of construction, the Contractor shall display the required signs. Any traffic control device not in use shall be either covered, removed, or turned away from the view of on-coming traffic. Whenever the work area changes, all construction warning signs and traffic channelization devices shall be made current, both in legend and function. Temporary pavement marking shall be plastic or paint.
- B. All traffic control devices, design, installation and maintenance of the devices, shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highway," latest edition, and its most current revisions. No substitutions for the devices required by the above referenced manual will be allowed without the written approval of the Engineer.

PART 3 - EXECUTION**3.01 WHEN WORK NOT IN PROGRESS**

- A. The work shall be cleaned up at the end of each working day and temporary

surfacing shall be placed such that access will be had to all driveways during the night, weekends, holidays and other days when work is not in progress and when the stage of the work does not directly interfere with the drive. The Engineer, at his discretion, may grant short-term exceptions to this requirement in connection with preparing sub-grade and paving.

3.02 CONTACT PERSON

- B. The Contractor shall designate a person (with phone number) who can be called by the City during the night, weekends, holidays and other days when work is not in progress. The Contractor will be responsible, through this person, for making such temporary repairs during said periods as may be needed to meet the requirements of paragraph 1.02 above.

3.03 THROUGH TRAFFIC AND LOCAL TRAFFIC

- C. The Contractor shall handle local traffic along the project in accordance with the applicable sub-sections of Section 805 of the Kansas Specifications for State Road & Bridge Construction, as modified in this specification. Local traffic includes the traffic to and from side streets in which there is no other outlet.
- D. Where required to provide access for local traffic and when directed by the Engineer, the Contractor shall provide and maintain temporary surfacing consisting of crushed stone. The crushed stone for temporary surfacing shall meet the requirements of Section 1104 of the Kansas Specifications for State Road & Bridge Construction for Type AB-3 Aggregate, unless the Engineer agrees to a different gradation because of site conditions.
- E. Driveway entrances, steps and finish grading, shall be completed as soon as practicable so that access may be had from the street adjacent property as soon as possible.

3.04 INSPECTION

- F. The project representative on this project will make daily inspections of the traffic control devices installed as part of this contract and maintain an accurate record of any maintenance required and the date on which it was completed.

3.05 MAINTENANCE OF TRAFFIC CONTROL DEVICES

- G. The Contractor will be required, at the time of the preconstruction conference, to detail a method by which the maintenance of the required traffic control devices will be accomplished during the working and non-working hours. The Contractor shall assign a specific person to be responsible for the installation and maintenance of traffic control devices. This information shall be provided to the Owner. The Contractor may, at his option, establish a maintenance agreement, approved by the Owner, with one of the area sign companies to supply, install and maintain required traffic control devices throughout the duration of this project. When the traffic control devices are no longer needed, immediate removal of said devices shall be included in this agreement.

3.06 UTILITIES

- H. Damage to existing utilities during construction of this project which requires immediate repairs and which would necessitate the utility company or the Contractor to work in any manner other than described herein, may be considered an "Emergency." When the Owner declares an Emergency, the work shall proceed on a 24-hour a day basis until such time as the roadway can return to normal traffic and all costs, including cost for additional traffic control will be the sole responsibility of the Contractor.

3.07 EMERGENCY VEHICLE ACCESS

- I. The Contractor shall coordinate his work with public safety officials for emergency vehicle access.

3.08 COMMUNICATIONS WITH PROPERTY OWNERS AND TENANTS

- J. The Contractor shall endeavor, with the cooperation and concurrence of the Owner, to communicate with property owners and tenants affected by the work. Such communications may be both written and verbal. The emphasis shall be on advance notification and explanation of how the property owner or tenant will be affected during the course of the work.
- K. The Contractor shall investigate, answer and take care of complaints from property owners and tenants in connection with his work during the progress thereof.

3.09 ADDITIONAL TRAFFIC CONTROL DEVICES

- L. The Owner or the Owners Representative may inspect the work area at various times to determine if any additional traffic control devices are necessary or if any maintenance is required to the traffic control devices in place. Any traffic control device which requires maintenance or any additional traffic control needs found during these inspections will be reported to the Contractor. It will be the responsibility of the Contractor to perform the necessary maintenance or provide additional traffic control devices as requested by the Engineer. Failure to comply with this request will result in suspension of work in the street right-of-way until approval is obtained. No separate payment will be made for additional traffic control devices.

3.10 EXISTING TRAFFIC SIGNS, STOP SIGNS, AND STREET SIGNS

- M. All existing traffic signs, stop signs, and street signs in the way of the work shall be carefully removed by the Contractor and replaced. The required function of stop signs and other signs affecting driver safety shall be preserved by the Contractor whenever a street is open to traffic.
- N. Upon completion of the project, all street signs shall be reset by the Contractor as approved by the Engineer. No separate payment will be made for this work unless

new signage is indicated in the contract bid items.

END OF SECTION

SECTION 01580 - MOBILIZATION**PART 1 - GENERAL****1.01 GENERAL**

This work shall be constructed in accordance with Section 801 of the 2015 Kansas Standard Specifications for State Road & Bridge Construction except as amended herein.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Administrative procedures, closeout submittals, and forms to be used at substantial completion and at final completion of the Work.

1.02 RELATED SECTIONS

- A. Section 01710: Cleanup
- B. Section 01720: Project Record Documents

1.03 SUBSTANTIAL COMPLETION

- A. Contractor:
 - 1. Submit written certification to the Engineer, that project, or designated portion of project, is substantially complete.
 - 2. Submit list of major items to be completed or corrected.
- B. Engineer will make an inspection within seven (7) days after receipt of certification, together with Owner's representative.
- C. Should the Engineer consider that work is substantially complete:
 - 1. Contractor shall prepare and submit a list of items to be completed or corrected, as determined by the inspection.
 - 2. Engineer will prepare and issue a Letter of Substantial Completion, containing:
 - a. Date of substantial completion.
 - b. Contractor's list of items to be completed or corrected, verified, and amended.
 - c. The time within which Contractor shall complete or correct work of listed items.
 - d. Time and date Owner will assume possession of Work or designated portion thereof.
 - e. Responsibilities of Owner and Contractor for:
 - (1) Utilities.
 - (2) Operation of mechanical, electrical, and other systems.
 - (3) Maintenance and cleaning.
 - (4) Security.
 - f. Signatures of:
 - (1) Contractor.
 - (2) Owner.
 - (3) Engineer.
 - 3. Owner occupancy of Project or designated portion of Project.
 - a. Contractor shall:
 - (1) Obtain certificate of occupancy.
 - (2) Perform final cleaning in accordance with Section 01710.

- b. Owner will occupy Project, under provisions stated in Certificate of Substantial Completion.
- 4. Contractor:
Complete work listed for completion or correction within designated time.
- D. Should the Engineer consider that work is not substantially complete:
 - 1. They shall immediately notify Contractor, in writing, stating reasons.
 - 2. Contractor:
Complete work and send second written notice to the Engineer, certifying that Project or designated portion of Project, is substantially complete.
 - 3. Engineer will review work.

1.04 FINAL PROJECT REVIEW

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been reviewed for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in presence of Owner's representative and are operational.
 - 5. Project is completed, and ready for final review.
- B. Engineer will make final project review within seven days after receipt of certification.
- C. Should the Engineer consider that work is finally complete in accordance with requirements of Contract Documents, the Project will be closed out.
- D. Should the Engineer consider that the work is not complete:
 - 1. They will notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Engineer certifying that work is complete.
 - 3. Engineer will review work.

1.05 CLOSEOUT SUBMITTALS

- A. Project record documents:
To requirements of Section 01720.
- B. Deliver evidence of compliance with requirements of governing authorities.
- C. Deliver Certificate of Insurance for products and completed operations.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor's affidavit of payment of debts and claims.
- B. Contractor's affidavit of release of liens, with:
 - 1. Consent of surety of final payment.
 - 2. Contractor's release of waiver of liens.
 - 3. Separate releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those

parties.

- C. All submittals shall be duly executed before delivery.

1.07 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

1.08 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Engineer.
- B. Statement shall reflect all adjustments.
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Cash Allowances.
 - c. Other Adjustments.
 - d. Deductions for uncorrected Work.
 - e. Deductions for liquidated damages.
 - f. Deductions for Re-inspection Payments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.09 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accordance with requirements of the General Conditions.

1.10 FINAL CERTIFICATE FOR PAYMENT

- A. Engineer will issue final certificate in accordance with provisions of the General Conditions.
- B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue, for Owner's approval, a Semi-Final Certificate for Payment, in accordance with provisions of the General Conditions.

1.11 POST-CONSTRUCTION PROJECT REVIEW

- A. Prior to expiration of 1 year from Date of Substantial Completion, the Owner may request a visual review of Project in company with Engineer and Contractor to determine whether correction of Work is required, in accordance with provisions of the General Conditions. The Contractor shall be present for the review and be ready to promptly correct any noted deficiencies. The Contractor will also provide equipment as necessary to facilitate this review.
- B. The Engineer will promptly notify Contractor, in writing, of any observed deficiencies.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 01710 - CLEANUP**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Project cleanup.

1.02 RELATED SECTIONS

- A. Section 01500: Temporary Facilities and Controls
- B. Section 01700: Project Closeout

1.03 SAFETY REQUIREMENTS

- A. Hazards Control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

PART 2 - MATERIALS**2.01 MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

3.02 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.

- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- D. Provide on-site dump containers for collection of waste materials, debris, and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Remove from the Owner's property and from all public and private property, at Contractor's expense, all temporary structures, rubbish, excess excavation, and waste material resulting from his operations.
- I. Clean all dirt from paved surfaces, not allowing same to pack on the roadway or to create a traffic nuisance. Insofar as practicable, clean all dirt from gravel and oil aggregate surfaces.
- J. All existing sod areas shall be hand raked to remove earth deposited on or in them during construction.
- K. All ditches shall be graded and properly sloped.
- L. Shoulders where sodding, seeding, or surfacing is not required shall be bladed and shaped.

3.03 FINAL CLEANING

- A. Employ experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final review of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- D. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS**PART 1 – GENERAL****1.01 SECTION INCLUDES**

- A. Record documents.

1.02 RELATED SECTIONS

- A. Section 01340: Shop Drawings, Project Data, and Samples

1.03 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed Shop Drawings.
 - 5. Change Orders.
 - 6. Other Modifications to Contract.
 - 7. Field Test Records.
- B. Maintain documents in clean, dry, legible condition.
- C. Do not use record documents for construction purposes.
- D. Make documents available at all times for inspection by Engineer, appropriate State and Federal Regulatory Agencies, and Owner.
- E. Store documents in temporary field office apart from documents used for construction.
- F. Provide files and racks for storage of documents.
- G. File documents in accordance with Project Filing Format of Uniform Construction Index.
- H. For a period of time, from the inception of the contract to three years from the date of final payment under the contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the Owner or of any other agency which has contributed funds in connection with the contract or to which the Owner is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this contract.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in two (2)-inch high printed letters.
- B. Keep record documents current.

- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of sewer pipe and manholes in relation to survey datum.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Change Order or Field Order.
 - 6. Details not on original contract drawings.
- E. Specifications and Addenda: Legibly mark up each section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order.
 - 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents; legibly annotate following drawings to record changes made after review.
 - 1. Electrical controls.
 - 2. Equipment.
 - 3. Structural.
 - 4. Mechanical.

1.05 SUBMITTAL

- A. At completion of project, deliver record documents to the Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor, or his authorized representative.

PART 2 - PRODUCTS

Not applicable to this section.

PART 3 - EXECUTION

Not applicable to this section.

END OF SECTION

SECTION 02050 - DEMOLITION**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Demolish above-grade structures and improvements.
- B. Demolish grade-level site improvements.
- C. Demolish below-grade foundations, improvements and obstructions to depth to avoid conflict with new construction or sitework. Remove hollow items which could collapse.
- D. Remove and legally dispose of demolished materials off-site.
- E. Protect sitework and adjacent structures.
- F. Coordinate disconnection, capping and removal of utilities.

1.02 RELATED SECTIONS

- A. Section 02110: Clearing and Grubbing
- B. Section 02200: Excavation, Backfill, and Site Grading

1.03 QUALITY ASSURANCE

- A. Contractor shall have experience in demolition of comparable structures.
- B. Comply with governing codes and regulations.

1.04 SUBMITTALS

- A. Permits and notices authorizing demolition.
- B. Certificates of severance of utility services.
- C. Permit for transport and disposal of debris.
- D. Demolition procedures and operational sequence for review and acceptance.

1.05 JOB CONDITIONS

- A. Protection:
 - 1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.
 - 2. Protect designated trees and plants from damage.
- B. Maintaining Traffic:
 - 1. Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
 - 2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.
 - 3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

PART 2 - MATERIALS

Not applicable to this section.

PART 3 - EXECUTION**3.01 INSPECTION**

- A. Verify that structures to be demolished are unoccupied and discontinued in use.
- B. Do not commence work until conditions are acceptable to the Owner.

3.02 PREPARATION

- A. Arrange for, and verify termination of utility services to include removing meters and capping lines.
- B. Exterminate vermin and rodent in structures to be demolished.
- C. Remove items scheduled to be salvaged for Owner, and place in designated storage area.

3.03 DEMOLITION

- A. Sprinkle debris, and use temporary enclosures as necessary to limit dust to lowest practical level.
- B. Do not use water to extent causing flooding, contaminated runoff, or icing.
- C. Place fill in lifts not exceeding 12 in. and compact to density not less than adjacent soil.
- D. Grade surface to adjacent contours and slope to drain.
- E. Repair damage to adjacent structures.

3.04 DISPOSAL

- A. Remove demolition debris daily.
- B. Do not store or burn materials on site.
- C. Transport demolition debris to off-site disposal area.

END OF SECTION

SECTION 02110 - CLEARING AND GRUBBING**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Removal of trees, stumps, vegetation and unusable material
- B. Clearing and grubbing.

1.02 RELATED SECTIONS

- A. Section 02200: Excavation, Backfill, and Site Grading
- B. Section 02221: Trenching, Backfilling, and Compaction

1.03 SUPERVISION AND QUALITY

- A. This work shall comply with all codes governing and all insurance requirements. Work shall be undertaken only when the construction superintendent is present and supervising the work.

PART 2 - MATERIALS

Not applicable to this section.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Clear and grub trees, stumps, vegetation, debris, rubbish, and designated improvements from site.
- B. Protect trees, landscaping, site improvements, and other items not scheduled for clearing, or that might be damaged by construction activities.
- C. Strip topsoil and stockpile at approved location on-site.
- D. Provide temporary erosion and dust control.
- E. Do not disturb benchmarks or monuments.

3.02 PREPARATION

- A. Notification:
Notify the Owner and secure approval at least three (3) days prior to beginning work.
- B. Investigation:
 - 1. Investigate the site and locate all objects to be removed or protected.
 - 2. Locate all existing utility and pipe lines and determine the status of each.
 - 3. Relocate all existing piping that must remain in service but conflicts with new construction.

- C. Plans:
Plans may not show all existing or exact location of utilities or pipelines.
- D. Removal of debris:
Remove all debris and dispose of away from the site.
- E. The Engineer will designate all trees, shrubs and plants within the construction limits that are to remain. All other vegetation within the construction limits shall be removed and disposed of properly.

3.03 CLEARING

- A. Prevent damage to existing improvements indicated to remain, including improvements on and off site. Protect existing trees and vegetation indicated to remain. Do not stockpile materials within drip line of trees. Provide and maintain temporary guards to encircle trees or groups of trees; obtain approval before beginning work.
- B. Water vegetation as required to maintain health. Cover temporarily exposed roots with wet burlap and backfill as soon as possible. Coat cut plant surface with approved emulsified asphalt plant coating.
- C. Repair or replace vegetation which has been damaged. Remove heavy growths of grass before stripping. Stockpile satisfactory topsoil without stones, foreign matter and weeds in location directed.
- D. Completely remove all improvements including stumps and debris except for those indicated to remain. Remove below grade improvements at least 12 inches below finish grade and to the extent necessary to not interfere with new construction. Remove abandoned mechanical and electrical work as required.
- E. Prevent erosion and siltation of streets, catch basins and piping. Control windblown dust. Remove waste materials and unsatisfactory topsoil from site and dispose of in a legal manner.

3.04 BLASTING:

- A. Blasting will not be allowed.

3.05 GRUBBING

- A. Grubbing shall consist of the removal of all stumps, roots, buried logs, foundations, drainage structures, abandoned water wells and other objectionable materials below the ground surface.
 - 1. Limits of grubbing:
The area to be grubbed shall include all area within the construction site limits.
 - 2. Materials:
All tap roots, lateral roots or other projections over 2 inches in diameter shall be removed to a depth of 2 feet below the natural ground surface. Grubbing of Osage Orange or Locust hedge shall include removal of roots.
 - 3. Filling of holes:
All holes caused by grubbing operations shall be backfilled and compacted

in accordance with the applicable provision of Section 02200 and to the level of the surrounding ground surface.

4. Disposal:

Products of grubbing shall be disposed of away from the site.

3.06 BURNING

- A. When burning is permissible under controlling air pollution regulations, all burning of products of clearing and grubbing shall be done under the care of a competent watchman at such times and in such manner that neither vegetation on adjacent property nor that designated to remain will be jeopardized. The burial of stumps and debris will not be permitted.

3.07 CLEARING

- A. The contractor shall scalp all areas where excavation or embankment is to be made. Scalping shall include the removal of material such as sod, grass residue of agricultural crops, sawdust, and decayed vegetable matter from the surface of the ground without removing more earth than is necessary. The products of scalping shall be disposed of away from the project site. All such disposal shall be at the Contractor's sole expense.

3.08 REMOVAL

- A. Pavements, abandoned sewers, pipe lines, or other obstructions to the project construction within the construction limits or street right-of-way not designated or permitted to remain, shall be removed and disposed of by the Contractor away from the site of the work.
- B. In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of 1 inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grade and connections in the new work regardless of any limits which may be indicated on the plans.
- C. All sewers, drainage pipes and floor drains which have been or are to be abandoned shall be permanently sealed at the ends with bulkheads constructed of concrete or brick masonry, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for construction bulkheads provided the brick are clean and sound.

END OF SECTION

SECTION 02130 - UTILITY LINE ADJUSTMENT**PART 1 – GENERAL****1.01 GENERAL**

- A. The work of this section shall consist of:
 - 1. Adjustments or relocations of publicly-owned utilities within the right-of-way;
 - 2. By the relaying or connecting miscellaneous small drain lines or sanitary sewer service lines, which may be encountered during roadway construction.
- B. Where the locations or grades of items described are shown on the Plans, the information is considered approximate only, and no guarantee is made as to the accuracy or completeness thereof. It is anticipated that unknown items not shown on the plans will also be uncovered during excavation and shall require adjustment as specified herein.
- C. Relocations or adjustments to facilities owned by private utilities located within city right-of-way will be accomplished by the utility company at no cost to the Contractor.
- D. The Contractor will endeavor to have all necessary adjustments or relocations of public or private utility facilities in direct conflict with the street improvements, as soon as practicable. Such adjustments or relocations will be made at no cost to the Contractor. Some adjustments or relocations may be completed before the Contractor progresses to the point affected. Under some circumstances, however, such adjustments or relocations may have to be performed during the Contractor's construction. The Contractor shall be responsible for coordinating his work with that of the utility owners or their contractors so as to cause the least possible delay in work.
- E. It is anticipated that sanitary sewer house service pipes, and miscellaneous small drainpipes will be encountered in excavation for roadway, storm sewers and structures. Locations are generally unknown and, generally, no attempt has been made to show them on the plans. These pipes, whether shown on the plans or not, shall be re-laid as directed, furnishing all necessary materials, to provide satisfactory cover and grade. Any sanitary sewer service line which crosses within 30" the proposed storm sewer shall be encased in concrete or placed in ductile iron pipe. Sanitary sewage shall not be allowed to run uncontrolled over the ground or into any watercourse. The sanitary sewage shall be directed back into the sanitary sewer system.
- F. The Contractor is responsible for the maintenance of service of all sewer lines encountered or damaged by the Contractor's operations.
- G. The Engineer will furnish plans to the Utility Companies for their records.

PART 2 - MATERIALS**2.01 PUBLICALLY-OWNED UTILITIES WITHIN THE RIGHT-OF-WAY**

- A. Relocation of publically owned utilities in the right-of-way is the responsibility of the utility company, except as shown on the plans and incorporated into the Work.

2.02 SMALL DRAIN LINES

All work and materials required to install, relay, and connect small miscellaneous drain pipes shall conform to the details on the Plans and to the applicable portions of Section 02705 of these specifications.

- A. Miscellaneous small drainpipes shall be intercepted and brought to a point of underground or surface discharge, as shown on the Plans and as directed.
- B. Underground discharge may be to a new or existing storm sewer pipe, or may be to a new or existing drainage structure. In either case, the pipe shall be tightly grouted into the structure and supported to the first joint with concrete.
- C. Surface discharge may be to a ditch or through curbing as shown on the Plans.

PART 3 - EXECUTION**3.01 MEASUREMENT AND PAYMENT**

- A. No measurement or payment shall be made for installing, relaying and connecting small existing drainpipes. All costs shall be included in the contract unit prices for other items.

END OF SECTION

SECTION 02200 - EXCAVATION, BACKFILL, AND SITE GRADING**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Excavation, backfilling and site grading required to construct the project, includes, but is not necessarily limited to the following:
 - 1. Excavation for footings, foundations, and structures.
 - 2. Structure backfill.
 - 3. Subgrade preparation for structures, slabs & pavements.
 - 4. Controlled fill.
 - 5. Embankments and site grading.
 - 6. Roadway.

1.02 RELATED SECTIONS

- A. Section 01410: Testing Laboratory Services
- B. Section 02110: Clearing and Grubbing
- C. Section 02221: Trenching, Backfilling, and Compaction
- D. Section 02930: Seeding, Fertilizing, and Mulching

1.03 QUALITY ASSURANCE

- A. Testing laboratory:
 - 1. Soil compaction testing and other required testing will be performed by a testing laboratory approved by the Owner.
 - 2. Frequency of testing and location of tests shall be determined by the Owner's representative and testing laboratory personnel to assure compliance with specification requirements.
- B. Standards: (Tests shall comply with the latest revisions)
 - 1. ASTM C136, Sieve or Screen Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D2922, Density of Soil in Place and Soil Aggregate in Place by Nuclear Methods.
 - 3. ASTM D2167, Density of Soil in Place by the Rubber Balloon Method.
 - 4. ASTM D698, Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5 lb. Rammer and 12 in. Drop.
 - 5. ASTM D2487, Classification of Soils for Engineering Purposes.
- C. Compliance:
Contractor shall correct all deficiencies disclosed by test results promptly.

1.04 PROTECTION OF WORK

- A. Protect materials and preserve specification requirements in previously accepted materials.
- B. Remove and replace all materials that have been damaged or do not meet specification requirements.

- C. Control dust or mud that may interfere with operations or become a nuisance to the surrounding area.

1.05 LINES AND GRADES

- A. Excavations and embankments shall be constructed to the lines and grades indicated unless otherwise directed.
- B. Final grades shall be within one-half ($\frac{1}{2}$ ") inch of indicated elevations. Horizontal alignments shall be within 3 inches of theoretical location.
- C. Finished surfaces shall be bladed and aligned to present a neat and uniform appearance.

PART 2 - MATERIALS

2.01 GENERAL

- A. Fill materials shall be obtained from approved borrow sources.
- B. Fill material shall be free of trash, debris, cinders, organic matter or other deleterious materials.
- C. All fill materials shall be subject to the Engineer's approval.

2.02 FILL MATERIALS

- A. Controlled structural fill material:
 - 1. Soil:
Soil fill material shall be clay soils of medium to low plasticity (CL) non-frost susceptible, with a liquid limit less than 45 percent, a plasticity index less than 20 and containing less than 10 percent shale, or rock particles larger than 3 inches in greatest dimension.
 - 2. Crushed stone:
Crushed stone shall be washed clean, free-draining, durable crushed rock with the following gradation limits:

Sieve Size	Percent Passing
1 inch	100%
$\frac{3}{4}$ inch	90%
$\frac{1}{2}$ inch	60-70%
$\frac{3}{8}$ inch	15-25%
#4	0-5%

- B. Non-structural fill material:
 - 1. Soil: Non-structural fill material may be clay soils of medium to low plasticity (CL or ML) non-frost susceptible excavated from site or borrow area.

2.03 TOPSOIL

- A. Topsoil shall consist of fertile, friable loamy soil of uniform quality, free from subsoil, hard clods, stiff clay, hard pan, stones, crushed rock and other similar impurities. Topsoil shall be free from grass, roots, weeds and other materials harmful to plant life or which will prevent formation of suitable seed bed. Topsoil depth shall be minimum of six (6) inches.

2.04 OTHER MATERIALS

- A. Materials not specifically described above, but required for construction, or proposed substitutions for materials described above, shall be submitted to the Engineer for approval prior to incorporation into the work.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Excavation is unclassified and includes excavation to subgrade regardless of materials encountered. Repair excavations beyond elevations and dimensions indicated.
- B. Do not perform work without written authorization from the Owner if subgrade material is unsuitable for intended use.
- C. Maintain stability of excavations; coordinate shoring and bracing as required by authorities having jurisdiction. Prevent surface and subsurface water from accumulating in excavations. Stockpile satisfactory materials for reuse, allow for proper drainage and do not stockpile materials within drip line of remaining trees.
- D. Compact materials at the optimum moisture content as determined by ASTM D698 by aeration or wetting.
- E. Place acceptable materials in layers not more than 8 inches loose depth for materials compacted by heavy equipment and not more than 4 inches loose depth for materials compacted by hand equipment.
- F. Grade to within one-half inch (1/2") inch above or below required subgrade and within a tolerance of one-half inch (1/2") inch in ten (10) feet.
- G. Protect newly graded areas from traffic and erosion. Re-compact and re-grade settled, disturbed and damaged areas as necessary to restore quality, appearance, and condition of work.
- H. Control erosion and wind-blown dust. Dispose of waste and unsuitable materials off site in a legal manner.
- I. The soils at the site will be susceptible to disturbance due to construction activity and water seepage. Care shall be taken during excavation and construction of the structures to minimize disturbance to the bearing soils. The base of all excavations shall be free of water and loose soil prior to placing concrete. Concrete shall be placed as soon as possible after excavation.

3.02 SITE PREPARATION

- A. Site stripping in the building and fill embankment areas and paved areas shall include the removal of vegetation, topsoil, and any other soft, loose or unsuitable materials. Stripping depths of six-inches (6") to 12 inches minimum should be expected over the site. Stripped topsoil shall be stockpiled for later use as surface dressing in landscaped areas.
- B. Major root systems of trees shall be thoroughly removed from the building areas and to a minimum of two (2) feet below pavement subgrades.

3.03 EXCAVATION FOR STRUCTURES

- A. Perform all excavation to the dimensions and elevations indicated. All excavation shall be unclassified and includes the removal and subsequent handling and disposal of all materials excavated regardless of the composition or condition thereof.
- B. Do not excavate below elevations or depth indicated unless directed by the Engineer. Where excavations are made below indicated depths or elevations without authorization, the excavation shall be restored to the proper grade with lean concrete at no additional cost to the Owner.
- C. Excavations shall extend a sufficient distance from walls and footings to provide room for forms, installation of services, and inspection. Footings or walls shall not be poured directly against excavated surfaces unless authorized by the Engineer.
- D. All existing structures, foundations and related items or other subsurface structures along with any poorly compacted fill shall be removed within the building construction limits to a distance of 5'-0" minimum outside the building limits.
- E. The over-excavation shall extend down to the underlying natural lean clay soils. Any low density, soft or unsuitable material shall be removed.
- F. The side slopes of excavations will need to be braced or sloped back as required for stability and in accordance with applicable safety regulations. Excavation equipment and excavated materials shall be kept away from the excavation side slopes. Areas around excavation shall be graded to keep surface water from entering the excavation.
- G. Backfilling shall not be performed until the work is inspected and all testing completed and the Engineer's approval obtained.

3.04 SUBGRADE PREPARATION AND STABILIZATION

- A. Subgrades for concrete structures, floor slabs, and pavements, shall be firm, dense, and properly compacted in accordance with applicable specification requirements. All subgrades shall be sufficiently stable to remain firm and intact under construction traffic.
- B. Excessively dry subgrades shall be scarified and moistened to within specification limits and re-compacted prior to placement of footings, slabs or pavements.

- C. Subgrade soils which have become excessively wet and mucky shall be removed. Free draining crushed stone or gravel shall be used to bring grade up to the bottom of slabs. This material shall be compacted as it is placed.
- D. Prior to placement of fill material, the subgrade shall be scarified to a depth of 8 inches and re-compacted to at least 95 percent of maximum density as determined by ASTM D698. Areas which cannot be re-compacted to this degree shall be undercut and replaced with stable material. Care shall be taken to maintain the prepared condition of the subgrades prior to construction. If the subgrades become saturated, frozen, or disturbed, they shall be reworked prior to construction.

3.05 BACKFILL FOR STRUCTURES

- A. Backfill structures only after concrete has attained sufficient strength based on laboratory results from concrete cylinder breaks.
- B. Remove all forms, trash, debris and other unsuitable materials before backfilling.
- C. Soil backfill shall be placed in loose layers not exceeding 8 inches in depth and compacted by mechanical tampers or rollers.
- D. Compaction moisture content shall be suitable for good compaction, but not less than 3 percent below or more than 3 percent above optimum moisture as determined by ASTM D698.
- E. Pervious backfill shall be placed in level layers with a loose depth not exceeding 8 inches. Compact with vibratory rollers or vibrating plate compacting equipment adequate to reach specified density with a reasonable number of passes. Flooding or jetting to compact pervious backfill is prohibited. Protect structures from damage due to excessive vibration.
- F. Compact backfill under structures, floors, concrete slabs on grade, and pavements to a minimum of 95 percent of maximum density as determined by ASTM D698. All other backfill shall be compacted to 90 percent of maximum density.
- G. Backfilling and construction of fills and embankments during freezing weather shall not be permitted except by permission of the Engineer. No backfill, fill or embankment materials shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill, fill or embankments.

3.06 EMBANKMENTS AND AREA FILL

- A. Strip all areas to receive compacted fill, of topsoil, organic or excessively wet soil or other unsuitable soils prior to placing fill. Stockpile topsoil and other usable materials for reuse in final site grading.
- B. Place approved fill materials in uniform layers not exceeding eight (8") inches in loose thickness. Compact with suitable equipment to a minimum of 90 percent of maximum density as determined by ASTM D698. Moisture content shall be suitable for good compaction but not less than 3 percent below or more than 3 percent above optimum moisture as determined by ASTM D698.

- C. After final finish rolling and blading, the surface shall be smooth and even and will conform to the indicated lines and grades within specified tolerances.

3.07 FILL UNDER STRUCTURES, FLOORS AND SLABS

- A. Strip all areas to receive compacted fill, of topsoil, organic or excessively wet soil or other unsuitable soils prior to placing fill.
- B. Soil material shall be placed in layers not exceeding eight (8) inches in depth and compacted by mechanical tampers or rollers.
- C. Pervious material shall be placed in level layers with a loose depth not exceeding 8 inches. Compact with vibratory rollers or vibrating plate compacting equipment adequate to reach specified density. Flooding or jetting to compact pervious fill is prohibited. Protect structures from damage due to excessive vibration.
- D. Compact filled areas under footings, base slab, floor slabs and pavement to a minimum density of 95 percent of maximum density as determined by ASTM D698. Moisture content at time of compaction shall not be less than 3 percent below or 3 percent above optimum moisture as determined by ASTM D698.

3.08 BORROW MATERIAL

- A. If borrow material is required, the Contractor shall supply this material from a borrow area off the site. The borrow area shall be obtained by the Contractor at his sole expense. Borrow materials shall be approved by the Engineer before they are transported to the site of the Project. One borrow site will be inspected for approval at no cost to the Contractor. If he wishes or needs to use additional sites, testing of such sites shall be at his sole cost.
- B. Materials shall be similar to soils found on the Project. Soils showing high swell potentials will not be approved.

3.09 DRAINAGE

- A. Control grading in vicinity of excavations to prevent excess surface drainage from running into excavations. Remove water promptly to avoid softening of subgrade soils.
- B. Provide for removal of seepage or ground water from excavations by pumping from sumps or other appropriate means.
- C. Excavations shall be kept dry during subgrade preparation and continually thereafter until construction is complete, to the extent that no damage from hydrostatic pressure, flotation or other causes will result.

3.10 SHORING AND BRACING

- A. Adequate shoring and bracing shall be provided to protect and maintain the stability of existing structures and facilities and prevent sliding of the sides of excavations, until they are backfilled.
- B. Sheet piling, bracing and shoring shall be designed and constructed to withstand all earth and equipment loads and shall remain rigid and maintain shape and position under all circumstances.

- C. Avoid hazardous and dangerous conditions. Maintain safety of personnel and existing work at all times.

3.11 BLASTING

- A. Blasting will not be permitted.

3.12 EARTHWORK FOR ROADWAY

- A. The term, "Roadway", as used in this Section, is defined as including roadways, roadway intersections, sidewalks, shoulders, cut and fill slopes, driveways and parking areas.
- B. State Highway Specifications shall govern all earthwork for roadway except that the provisions for measurement and payment therein shall not apply and except as modified in the form of additions, deletions and substitutions in this Article. Where any part of said Section of the State Highway Specifications is so modified, the unaltered provisions shall remain in effect.
- C. Compaction shall be as indicated on the plans. Moisture content shall be determined based on the Maximum Density testing for the materials to be compacted so as to obtain the densities specified.
- D. Disposal:
Unsuitable excavated material shall not be used in the embankments and shall not be disposed of on right-of-way. Disposal shall be the sole responsibility and at the sole expense of the Contractor. Unsuitable and excess excavated material may be disposed of on private property adjacent to the right-of-way, provided written permission of the property owner is obtained, and provided the surface is properly finished and drained. In such cases, seeding, sodding and other pay quantities shall not be increased thereby.
- E. Ditch cleanout:
Special care shall be taken to clean out all debris and organic matter from existing roadway ditches to be filled. The ditches shall be carefully backfilled in accordance with the requirements herein, using trench rollers or hand-operated power compactors as may be needed to assure proper compaction throughout.
- F. Under-grading in rock cut:
In rock cut areas excavation shall be carried to 12 inches below subgrade to a minimum distance of two (2) feet behind back of curb. Backfilling of under-graded cut areas shall be with a drainable material with top surface choked with fines for proper subgrade preparation.

Wherever possible, this material will be from project excavation. Where authorized, an open-graded drainable crushed limestone shall be brought in. Undrained pockets shall not be left in the surface of the rock.
- G. Subgrade stabilization:
Pockets of unsuitable earth may be encountered in cut areas where it will be impracticable to replace with suitable materials from excavation on the work site. In such cases, where authorized by the Engineer, the Contractor shall furnish and

place crushed stone base material as required to provide a stable subgrade. Crushed stone shall be in accordance with the requirements of State Highway Specification. Where necessary, a portion of the stone base shall be mixed with existing earth to provide subgrade stability, and that portion of the stone base material shall be delivered to the project in as dry as possible condition.

H. Additional base thickness:

Where, in the opinion of the Engineer, conditions are such that it is impracticable to obtain subgrade satisfactory for the design pavement thickness, the Contractor may be directed to finish the subgrade at lower than specified elevation and increase the thickness of asphaltic concrete base.

I. The provisions of paragraphs G and H shall not be construed to relieve the Contractor of his responsibility for any necessary aeration and compaction of suitable earth at subgrade level.

J. Protection of subgrade:

The Contractor shall protect the subgrade by not allowing delivery vehicles of excess weight thereon and by varying the path of delivery vehicles so as to not cause excessive rutting. Heaving or rutting damage to subgrade caused by delivery vehicles during asphalt paving operations shall be immediately repaired and brought back to specified elevation prior to placing asphaltic concrete base.

K. Topsoil:

The top six inches (6") of backfill behind curbs shall be topsoil, free from rocks, gravel, and any undesirable materials and shall be material suitable to establish a seed bed. This material may be either topsoil available within the limits of the project or it may be topsoil furnished by the contractor. No direct payment will be made for such topsoil. All earth areas within and adjacent to the grading limits as shown on the plans shall be graded to drain as directed by the Engineer, at two percent (2%) minimum slope wherever possible. Special care shall be taken to avoid leaving low areas or water pockets. No direct payment will be made for such grading except that measurement for payment of Proposal items will be made.

L. Subgrade tolerance:

Except as otherwise specified in paragraph G the subgrade for all paving and surfacing shall be within the tolerance range of minus one-quarter inch (1/4") to plus 1/4 inch with respect to specified elevation.

3.13 WASTE FILL

- A. Any extra fill material produced by the earthwork for this project and not required for the construction of the project shall be disposed of off the site of the work by and at the expense of the Contractor. Arrangements for waste fill sites shall be the sole responsibility of the Contractor.

3.14 GRADING

A. Rough grade:

Grade entire area as indicated by finish contours. Grading shall be performed to provide uniform appearing surface that will drain all surface water. Obtain

approval by Engineer.

- B. Topsoil:
Subsoil shall be scarified to a two (2) inch depth for bonding of topsoil with subsoil. Spread topsoil over all graded area to a depth of six (6) inches. Existing topsoil may have to be supplemented by hauled-in material as required.
- C. Fine grade:
Fine grade site using light roller and drag to leave surface in condition for seeding. Finish grade shall be one (1) inch below all pavement unless otherwise specified. Repair eroded areas at time of project acceptance by the Owner.

3.15 ROCK EXCAVATION

- A. General:
Should rock be encountered in two or more ledges, each ledge being more than 6 inches thick and with interlying strata of earth clay, shale, or gravel not more than 12 inches thick in each stratum, the entire volume between the top ledge and bottom of the bottom ledge will be classified as rock.
- B. Definition:
Rock is defined as being sandstone, limestone, chert, granite, sill stone, quartzite, slate or shale, occurring in its natural undisturbed state, hard and un-weathered or similar material in masses more than 1½ cubic yards in volume, in ledges six (6) inches more in thickness.

3.16 EARTH BASINS

- A. The embankments shall be constructed to the lines and grades shown on the plans. Before placing any fill in areas of embankments, the area immediately below the embankments shall be stripped to a depth of a minimum of six (6) inches. The next six (6) inches of the depth shall then be plowed and disk harrowed until well pulverized. The moisture content of the soil shall be adjusted as necessary and compacted as specified later in the specification.
- B. Materials for the embankment shall be obtained from the site excavations. All materials placed in the embankments within the dike slopes extended shall be free from rock, brush, stumps, logs, roots or other deleterious material, except for the stripping's authorized to be deposited in the outside one-half of the embankments.
- C. Maximum compaction of the natural ground and of each layer or lift, of the fill, shall be obtained. Tamping shall be carried out to the edge of the fill.
- D. The entire body of the fill in the embankment shall be placed and carried up at the same time. Where it is impractical to carry up the entire fill at the same time, the slope of any existing fill, or the slope of the natural ground, shall be cut or plowed into benches having level beds and vertical sides, and each layer of new fill shall terminate in such a bench in no case shall the horizontal width of the bench be less than the depth of the layer of fill to be bedded therein nor shall the vertical side of the bench be greater in height than 2 feet.

- E. Prior to and during the compacting operations, the material in each layer of the embankment shall have the best practicable moisture content, and the moisture content shall be uniform throughout the layer. Supplementary water, as required, shall be added to the material by sprinkling on the earth fill. If the fill material in excavations contains an excess of moisture prior to excavation; the Contractor will be required to excavate drainage channels or perform such work as may be necessary to reduce the moisture content of the material. Harrowing or other working of the material on the embankment may be required to produce the proper moisture content and the required uniformity.
- F. Compaction shall commence immediately after the layer has been brought to the uniform moisture content required, and shall continue, with or without additional sprinkling, until each layer has been uniformly compacted to not less than 90 percent of the maximum density at optimum moisture. No embankment material shall be deposited on frozen surfaces nor shall frozen embankment materials, snow or ice be placed in the embankment.
- G. All testing of materials as required to determine the characteristics and suitability of material that may be encountered in required excavations for inclusion in the embankments, together with all tests to determine moisture, and the compaction and density of the materials used will be made by an independent soils testing laboratory or soils engineer selected by the Engineer.
- H. After stripping the foundation area of the basin dike, any sand pockets, lenses, or surfacing deposits within the dike foundation shall be cut off by excavating a trench parallel to the axis of the dike and approximately in the center of the water side half of the dike foundation. This trench shall extend throughout the sand layer and approximately 12 inches into the impervious blanket material below (silt or clay). The trench shall have approximately a 6 foot bottom width. The trench shall be backfilled with impervious material conforming in all respects as to material and placement to that for the levee.
- I. All selected material shall be placed in the embankment parallel to the axis of the embankment in approximately horizontal layers, not to exceed six (6) inches in uncompacted thickness over the prepared foundation or rolled fill. Blade graders and bulldozers shall be used on each lift to remove mounds and ridges caused by dumping operations and to obtain uniform thickness prior to compacting as well as to assure a reasonably smooth riding surface for equipment. After each layer has been properly spread, it shall be sprinkled, wetted or aerated as necessary to provide the required amount of water for proper compaction, following which the layer shall be compacted to the required density before the next layer is placed thereon. Combined excavation, hauling and placing operations shall be such that the materials, when compacted in the embankment, will be blended sufficiently to secure the best practicable degree of compaction, impermeability and stability.
- J. The side slopes of the embankments shall be no steeper than a 3-to-1 slope.
- K. The basin bottom in areas of undisturbed soil shall be removed to a depth of not less than 12 inches below plan grade and thoroughly disk harrowed until the soil

is well pulverized and compacted. Two 6 inch lifts of soil compacted to 95 percent of maximum density (determined by AASHO test with moisture added or the soil aerated) shall be placed on the basin bottom. The finished elevation shall not vary by more than 0.20 foot above, or below, the plan elevation. Percolation test shall not exceed 1/16 inch per day in any area of the lagoon bottom.

- L. A minimum of two density tests per acre must be performed, at the Contractor's expense, for the base and each lift.
- M. Percolation tests:
After completion of construction activities and testing the Contractor shall pre-fill the basin cells to the 3'-0" operating level. A percolation test will begin 7 days after the lagoon has been filled. The percolation test shall last for at least 7 days. The water loss calculations will consider the influences of precipitation and evaporation during the test period. If the water loss through the pond embankments and bottoms exceeds 1/16 inch per day, the ponds shall be drained, reworked and retested. Lagoon percolation shall not exceed 1/16 inch per day in any area of the lagoon bottom.

3.17 CLEANUP

- A. Remove all rubbish, trash, debris, stones, concrete waste, crushed rock and sand pockets from site.

END OF SECTION

SECTION 02221 - TRENCHING, BACKFILLING, AND COMPACTION**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Trenching and Trench Backfilling.
- B. Pipe embedment.

1.02 RELATED SECTIONS

- A. Section 02110: Clearing and Grubbing
- B. Section 02200: Excavation, Backfill, and Site Grading

1.03 QUALITY ASSURANCE

- A. Testing laboratory:
 - 1. Soil compaction testing and other required testing will be performed by a testing laboratory selected by the Owner.
 - 2. Frequency of testing and location of tests shall be determined by the Owner's representative and testing laboratory personnel to assure compliance with Specification requirements.
- B. Standards (Tests shall comply with the latest revisions):
 - 1. ASTM C136: Sieve or Screen Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D2922: Density of Soil in Place and Soil Aggregate in Place by Nuclear Methods.
 - 3. ASTM D2167: Density of Soil in Place by the Rubber Balloon Method.
 - 4. ASTM D698: Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using a 5.5 lb. Rammer and 18 in. Drop.
 - 5. ASTM D2487: Classification of Soils for Engineering Purposes.
- C. Compliance:

Contractor shall correct all deficiencies disclosed by test results promptly upon being notified of deficiencies.

PART 2 - PRODUCTS**2.01 FILL AND PIPE EMBEDMENT MATERIAL**

- A. Embedment material:
 - 1. Material shall be clean river gravel or sound crushed limestone, free of cementitious, shaly or flat and flaky particles in an amount which would cause the material to cake or pack or otherwise form an unyielding support for the pipe. Gradation shall be:

- ¾ " square mesh sieve - 100% passing
 - ½ " square mesh sieve - 90-100% passing
 - No. 4 square mesh sieve - 0-15% passing
 - No. 8 square mesh sieve - 0-5% passing
 - 2. Where bedding rock is not required, bedding material shall be same as fill material.

B. Fill material:

Backfill material shall be selected earth or granular fill material, free from sod, sticks and roots over 1/2 inch in diameter, and free from hard lumps, clods or rock in such quantity or concentration as to interfere with the specified compaction. Material shall be of proper moisture content for specified compaction.

PART 3 - EXECUTION

3.01 GENERAL

- A. Trenching work shall be performed in a safe and proper manner, with suitable precautions being taken against hazards of every kind. Trenching shall provide adequate working space and clearances for the work to be performed therein.
- B. Trenching and backfilling during freezing weather shall not be done except by permission of the Engineer. No backfill materials shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill.
- C. When operating on pavements or walks all equipment shall be rubber tired, except for excavation equipment. Excavating equipment, in such cases, shall not have grousers, cleats or lugs on the tracks. The Contractor shall take all precautions necessary to protect the existing pavements and walks.
- D. No classification of excavated materials will be made. Trenching and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition or condition thereof.
- E. Pipe lines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the Plans according to the best information available to the Owner. The Owner does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipe lines, conduits and structures by contacting Owners of underground utilities and by prospecting in advance of trench excavation. Damage to any existing underground installation caused by the Contractor's operation shall be repaired at the Contractor's expense.
- F. Any delays or extra cost to the Contractor caused by pipe lines or other underground structures or obstructions not shown by the Plans, or found in locations different than those indicated, shall not constitute a claim for extra work, additional payment or damages.

- G. Erosion control of disturbed areas will be required during the construction period through the use of check dams, siltation pools, mulching, etc.
- H. Operation:
 - 1. Use all means necessary to control dust or mud that may interfere with operation.
 - 2. Maintain all streets and driveways free of dirt and materials from Contractor's operation.
- I. Protection:
 - 1. Use all means necessary to protect material and preserve Specification requirements.
 - 2. Replace all damaged material or material that has lost Specification requirements.

3.02 TRENCH EXCAVATION

- A. General:
 - 1. The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. One block or 400 feet (whichever is the shorter) shall be the maximum length of open trench permitted on any line under construction.
 - 2. Except where tunneling is permitted by the Engineer or called for on the Plans, all trench excavation shall be open cut from the surface.
 - 3. Trench walls shall be vertical, and braced where necessary, in streets or improved area unless otherwise authorized by Engineer.
- B. Alignment and grade:
 - 1. Sewer and storm sewer lines:

The alignment and grade or elevation of each pipe line shall be fixed and determined by means of offset stakes. Vertical and horizontal alignment of pipes and the maximum joint deflection used in connection therewith shall be in conformity with the requirements of the Specification covering the installation of the pipe being laid in each case.
 - 2. Water lines:

Trenches shall be carefully excavated so that the minimum cover over top of pipe will be 42 inches to existing street or ground surface, or to future surface when indicated. Greater cover at some locations along the line may be required due to street or ground profile and clearance of culverts, structures, utility lines, etc.
- C. Minimum trench widths and pipe clearances:
 - 1. Trenches shall be excavated to a width which will provide adequate working space and pipe clearances for proper pipe installation, jointing and embedment.

2. Below an elevation of 12 inches from ground level to the top of the installed pipe, the trench width shall be maintained as narrow as possible.
 3. Where necessary to reduce the earth load on trench banks to prevent sliding and caving, the banks may be cut back on slopes which shall not extend lower than 1 foot above the top of the pipe.
- D. Mechanical excavation:
1. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to buildings, culverts, or other existing property, utilities, or structures above or below ground; in all such locations, hand excavating tools and methods shall be used.
 2. Mechanical equipment used for trench excavation shall be of a type, design and construction and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical side walls are obtained at least from an elevation 1 foot above the top of the installed pipe to the bottom of the trench, and that the trench alignment is such that the pipe when accurately laid to specified alignment will be centered in the trench with adequate clearance between the pipe and side walls of the trench. Undercutting of the trench sidewall to obtain clearance will not be permitted.
- E. Excavation below pipe subgrade:
- Except where otherwise required, pipe trenches shall be excavated below pipe subgrade elevations to provide for the installation of granular fill pipe foundation material.
- F. Unauthorized trench widths:
- Where the width of the lower portion of the trench as excavated at any point exceeds the maximum permitted, either pipe of adequate strength, classification or gage, special pipe embedment, or Class A concrete arch encasement (for concrete pipe only), as required by loading conditions and as determined by the Engineer, shall be furnished and installed by and at the expense of the Contractor.
- G. Grubbing:
- Grub out live roots for a distance of at least 6 inches below and 8 inches on sides of outside surface of pipe.
- H. Bell holes:
- Bell holes shall provide adequate clearance for the tools and methods used in installing the pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or the granular fill when the pipe is jointed.
- I. Cutting concrete pavement and walks:
1. Cuts in concrete and asphalt pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and pipe line appurtenances. Cutting shall be started with a concrete saw (or by

other cutting method approved by the Engineer) and in a manner which will provide a clean groove at least 1-1/2 inches deep along each side of the trench and along the perimeter of cuts for structures.

2. Pavement and base pavement over trenches excavated for pipe lines shall be removed so that a shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. The trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the center line of the trench.

3.03 SHEETING AND SHORING

- A. Except where banks may be cut back on a stable slope, excavation for trenches shall be properly and substantially sheeted, braced and shored, as necessary, to prevent caving or sliding, to provide protection for the workmen and the work, and to provide protection for existing structures and facilities. Sheeting, bracing and shoring shall be designed and built to withstand all loads that might be caused by earth movement or pressure, and shall be rigid, maintaining its shape and position under all circumstances.

3.04 STABILIZATION

- A. General:
 1. Trench bottoms shall be firm, dense and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen.
 2. Trench bottoms which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with one or more layers of granular fill material or other crushed stone or gravel embedded therein. Not more than 1/2 inch depth of mud or muck shall be allowed to remain on stabilized trench bottoms when the pipe bedding material is placed thereon. The finished elevation of stabilized subgrades for concrete structures shall not be above the subgrade elevations.
 3. All stabilization work hereunder shall be performed by and at the expense of the Contractor.
 4. If the subgrade for pipe can be stabilized with a thickness of granular fill of 12 inches or less below bottom of pipe, or subgrade of structure, such stabilization will be at the Contractor's expense.

3.05 BLASTING

- A. Blasting will not be allowed.

3.06 REMOVAL OF WATER

- A. The Contractor shall provide and maintain adequate dewatering equipment to remove and dispose of all surface and ground water entering excavations, trenches, or other part of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipe line to be installed, therein is completed to the extent that no damage from hydrostatic pressure, flotation, or other causes will result.

3.07 STANDARD COMPACTION AND FIELD DENSITY TESTS

A. General:

Wherever the terms, "_____% of Maximum Density" or "Optimum Moisture", are used, Maximum Density and Optimum Moisture shall be determined by the standard compaction test described below.

B. Standard compaction test:

1. The standard compaction test shall be in accordance with AASHTO Desig. T99, except as modified below.
2. For samples containing no material retained on the No. 4 sieve, use Method A or B. When the plasticity index of the soil is greater than 25 (heavy clays), the soil shall be placed in the mold in four layers, each compacted as outlined in the test method used.
3. For samples containing material retained on the No. 4 sieve, use Method D, preferably, or Method C. The amount retained on the 3/4 inch sieve shall be weighed and discarded. To prepare the sample for the compaction test, the same amount of 3/4 inch to No. 4 sieve material shall be substituted for the portion discarded.

C. Field density test:

Field density shall be obtained using the sand cone method (AASHTO Desig. T-147), by the balloon method, or by use of any satisfactory materials or equipment suitable to the conditions prevailing in the material being tested. The calculated density obtained in this test is divided by the Maximum Density as determined by the Standard Compaction Test to determine the percent compaction obtained.

D. Rock correction:

When the amount of material retained on the No. 4 sieve is different in the field density tests than that in the sample used in the Standard Compaction Test, the actual degree of compaction shall be determined by applying a correction factor to the apparent percent compaction. This correction factor may be arrived at by

any well established engineering procedure or by the recommendations of the State Highway Commission, "Geology and Soils Manuals," said recommendations being made a part of this Contract by reference.

E. Comparison with surrounding soil density:

It will be assumed that undisturbed surrounding soil in its natural state will have a field density of 87 percent of maximum density. On this basis, where 90 percent of maximum density is specified, the required density will be 103.5 percent of density of the surrounding soil. Where 95 percent of maximum density is specified, the required density will be 109 percent of the density of the surrounding soil.

3.08 PIPE EMBEDMENT

A. General:

1. Place pipe embedment material on a suitably prepared subgrade in lifts not exceeding 6 inches and bring up evenly on both sides of pipe. Do not dump over side of trench in any manner that will bring earth into the embedment material or displace the pipe. Compact, vibrate, or slice with a shovel, in such manner that material fill will take its final compaction and provide uniform and solid bearing under the pipe and its haunches.

B. Water line pipe bedding

1. Where rock has been excavated, selected earth or granular material shall be placed under the sides and around the pipe to a point 6 inches above the top of the pipe. Embedment material shall be deposited simultaneously on each side of the pipe to prevent lateral displacement of the pipe.
2. When not in rock excavation, all buried pipe shall be installed under Laying Condition Type 2 as described in AWWA C150/A21.50, latest edition. This condition calls for flat-bottom trench with backfill lightly consolidated to the centerline of the pipe.

3.09 TRENCH BACKFILL COMPACTION

A. General:

All trench backfill above pipe embedment shall conform to one of the following Specifications:

1. All County and City gravel surface roads shall be backfilled entirely with approved crushed rock or river gravel. The disposal of unsuitable material excavated will be the responsibility of the Contractor.
2. Ninety percent compacted backfill. Under streets, drives or state or county highways surfaced with gravel, crushed stone, "blacktop" or other low or intermediate type surfacing. In street, road, highway, railway or alley rights-of-way. In traveled ways. In established lawns. Any line within 5 feet of back of curb or 5 feet of street surfacing if no curb, either perpendicular

- to or parallel to the street shall be considered as under the street surfacing, and 90 percent compaction shall apply.
3. Ninety-five percent compacted backfill. Under concrete, asphaltic concrete, brick, concrete structures or other high type pavements. Under concrete walks, curbs, gutters and culverts. Under all types of street surfacing where trench cut is approximately at right angle to roadway. Backfill material shall be as designated on the plans or elsewhere in these specifications.
 4. In areas not listed above, backfill shall be compacted to a density equal to the surrounding ground.
 5. Six inches of topsoil shall be placed in the top of trenches that are to be covered with sod or to be seeded.
 6. If specified density cannot be obtained with available earth, the Contractor shall furnish and haul granular fill material or suitable earth at his expense. Unsuitable earth shall be disposed of at the Contractor's expense.
 7. The Engineer will call for density tests to be made whenever deemed necessary. The specified density will be the minimum allowed and the obtainment thereof will be entirely the Contractor's responsibility.
 8. Thickness of backfill layers will be determined by the coordination of test results with field performance and equipment used. The Contractor will be expected to maintain established procedures except where unusual conditions arise. If greater than 12 inch thick compacted layers are used, the Contractor shall hand excavate to the test level as directed by the Engineer and then refill the test excavation with compacted backfill to the specified density.
 9. All completed lines shall be returned, in the opinion of the Engineer, as nearly as possible to original condition, including reseeding, re-sodding or repaving.

3.10 DRAINAGE MAINTENANCE

- A. Trenches across roadways, driveways, walks, or other traffic-way's adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the traffic-way, to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and the section, grades, and contours of ditches or water courses shall be restored to their original condition. Surface drainage shall not be obstructed longer than necessary.

3.11 FINAL GRADING AND DISPOSAL OF EXCESS EXCAVATED MATERIALS**A. General:**

1. Except as otherwise indicated, all excess excavated materials shall be disposed of by the Contractor away from the site of the work.
2. Pavement and pavement base material, excavated rock in excess of the amount permitted to be and actually installed in trench backfill, junk and debris encountered in excavation work, and other similar waste materials shall be disposed of away from the site of the work.
3. The disposal of waste and excess excavated materials, including hauling, handling, leveling and surfacing, shall be at the Contractor's expense.

B. Un-compacted backfill:

Where un-compacted backfill is specified, excess earth from excavations, over and above that displaced by the pipe, shall be mounded directly over the pipe trench, in such manner that the earth will settle into the trench as natural consolidation occurs. Openings for natural drainage shall be provided. The mounded earth shall be graded to a smooth, uniform surface. That portion of the earth displaced by the pipe shall be uniformly and smoothly graded adjacent to the trench.

C. Other types of backfill:

For all types of backfill other than un-compacted, the Contractor shall dispose of excess excavated material above the surface of the ground or subgrade of pavement walks, etc., unless otherwise directed. Where directed, the Contractor shall leave all or a portion of the excess earth and grade smoothly along and adjacent to the trench in the manner prescribed by the Engineer. If directed, he shall grade excess earth into adjacent low areas, fine grading and sloping to drain.

D. Final grading:

1. Just prior to completion and acceptance of the project, the Contractor shall final grade over all pipe trenches and around structures, filling in any places that may have settled during the period between construction of each line and the completion of the entire Contract. Finished surface shall be bladed and aligned to a neat and uniform appearance.
2. Improved yards and lawns:

Fine grade, suitable for seeding or sodding. Hand rake earth off grass in established lawn areas, unless directed to leave excess earth as outlined above.

E. Deficiency of backfill:

Wherever there is a deficiency of material required to backfill to the specified surface or subgrade, the Contractor shall furnish the necessary amount of suitable earth at his expense.

F. Restoration of disturbed earth:

The Contractor shall restore all earth areas disturbed from the original condition by his operations. Restoration will be by seeding, fertilizing and mulching or by appropriate pavement and street repair.

3.12 RESPONSIBILITY OF CONTRACTOR FOR BACKFILL SETTLEMENT

A. The Contractor shall be responsible financially and otherwise, for:

1. All settlement of trench and other backfill which may occur from time of original backfilling until the expiration of 1 year after the date of final payment for the entire contract under which the backfilling work was performed.
2. The refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacing's, driveways, walks, surface structures, utilities, drainage facilities and sod which may have been damaged as a result of backfill settlement or which have been removed or destroyed in connection with backfill replacement operations.
3. All damage claims or court actions against the Owner for any damage directly or indirectly caused by backfill settlement.

B. The Contractor shall make all necessary backfill replacements and repairs, or replacements appurtenant thereto, within 30 days after notification by the Owner or Engineer. Upon the Contractor's failure to do so, the Owner may do, or have done, the necessary work and charge the cost to the Contractor.

3.13 BARRICADES AND LIGHTS

- A. All streets, roads, highways and other public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section.
- B. All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions such as material piles and equipment, shall be provided with similar warning signs and lights.
- C. All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept on from sunset to sunrise. Materials stored shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the public.
- D. All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements, and where within highway rights-of-way, as required by the authority having jurisdiction.

3.14 MAINTENANCE OF TRAFFIC

- A. The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian; whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall at his own expense provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to Owners of private drives before interfering with them; provided however, that such maintenance of traffic will not be required at any point where the Contractor has obtained permission from the Owner and tenant of private property, or from the authority having jurisdiction over the public property involved, to obstruct traffic at any designated point thereon and for the duration of whatever period of time as may be agreed upon.

END OF SECTION

SECTION 02270 - EROSION CONTROL**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Temporary sediment barrier
- B. Temporary ditch checks

1.02 RELATED SECTIONS

- A. Section 02110: Clearing and Grubbing
- B. Section 02200: Excavation, Backfill and Site Grading

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
Erosion controls shall meet all requirements of the EPA.

1.04 SYSTEM DESCRIPTION

- A. Definitions
 - 1. Sediment Fence
A temporary sediment barrier consisting of filter fabric buried at the bottom, stretched, and supported by posts.
 - 2. Ditch Checks
A barrier installed across, or at the toe of, a slope to intercept and detain sediment.
- B. Purpose
 - 1. Sediment Fence
To retain sediment from small disturbed areas by reducing the velocity of sheet flows to allow sediment deposition.
 - 2. Ditch Checks
To intercept and detain small amounts of sediment from unprotected areas of less than 1/2 acre.
- C. Location
 - 1. Sediment Fence
 - a. Below small disturbed areas.
 - b. Where runoff can be stored behind the sediment fence without damaging the fence or the submerged area behind the fence.
 - c. Do not install sediment fences across streams, ditches, or waterways.
 - 2. Ditch Checks
 - a. Where contributing area is approximately 1/2 acre, or less.
 - b. Where there is no concentration of water in a channel above the barrier.
 - c. Where erosion would normally occur in form of sheet erosion.
 - d. Where length of slope above the barrier is less than 100 feet.

- e. Straw bales shall not be used on high sediment producing areas, above "high risk" areas, where water concentrates, or where there would be a possibility of a washout.
- D. Planning
 - 1. A sediment fence is a permeable barrier that shall be planned as a system to retain sediment on the construction site. The fence retains sediment primarily by retarding flow and promoting deposition. In operation, generally the fence becomes clogged with fine particles, which reduce flow rate. This causes a pond to develop more quickly behind the fence. Anticipate ponding and provide sufficient storage areas and overflow outlets to prevent flows from overtopping the fence. Since sediment fences are not designed to withstand high heads, locate them so that only shallow pools can form. Tie the ends of a sediment fence into the landscape to prevent flow around the end of the fence before the pool reaches design level. Provide stabilized outlets to protect the fence system and release storm flows that exceed the design storm.
 - 2. Deposition occurs as the storage pool forms behind the fence. Plan deposition areas at accessible points to promote routine cleanout.
- E. Design Criteria
 - 1. Sediment Fence
 - a. Ensure that the drainage area is no greater than 1/4 acre per 100 ft. of fence.
 - b. Make the fence stable for the 10-yr. peak storm runoff.
 - c. Ensure that the depth of impounded water does not exceed 1.5 ft. at any point along the fence.
 - d. Provide a riprap splash pad or other outlet protection device for any point where flow may overtop the sediment fence, such as natural depressions or swales. Ensure that the maximum height of the fence at a protected, reinforced outlet does not exceed 1 ft. and that support post spacing does not exceed 4 ft.
 - e. The design life of a synthetic sediment fence should be 6 months.

PART 2 – MATERIALS

2.01 MATERIALS

- A. Sediment Fence
 - 1. Use a synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yard, which is certified by the manufacturer or supplier as conforming to the requirements shown in Table below.
 - 2. Synthetic filter fabric should contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120° F.
 - 3. Posts for sediment fences shall be either 4-inch diameter pine, 2-inch diameter oak, or 1.33 lb/linear ft. steel with a minimum length of 4 ft. Make sure that steel posts have projections to facilitate fastening the fabric.
 - 4. For reinforcement of standard strength filter fabric, use wire fence with a

minimum 14 gauge and a maximum mesh spacing of 6 inches.

5. SEDIMENT FENCE FABRIC SPECIFICATIONS

<u>Physical Property</u>	<u>Minimum Requirements</u>
Filtering Efficiency	85%
Tensile Strength at 20%	Standard Strength @ (max.) Elongation 30 psi Extra Strength @ 50 psi Slurry Flow Rate 0.3 gal/sq ft/min.

B. Straw Bales

1. Straw shall be locally baled material.
2. Anchors shall be #5 reinforcing bars or 2"x2" oak stakes.

PART 3 – EXECUTION

3.01 CONSTRUCTION

A. Sediment Fence

1. Construct the sediment barrier of standard strength or extra strength synthetic filter fabrics.
2. Ensure that the height of the sediment fence does not exceed 18 inches above the ground surface. (Higher fences may impound volumes of water sufficient to cause failure of the structure.)
3. Construct the filter fabric from a continuous roll cut to the length of the barrier to avoid joints. When joints are necessary, securely fasten the filter cloth only at a support post with overlap to the next post.
4. Support standard strength filter fabric by wire mesh fastened securely to the upslope side of the posts using heavy duty wire staples at least 1 inch long, or tie wires. Extend the wire mesh support to the bottom of the trench.
5. When a wire mesh support fence is used, space posts a maximum of 8 ft. apart. Support posts should be driven securely into the ground to a minimum of 18 inches.
6. Extra strength filter fabric with 6-ft. post spacing does not require wire mesh support fence. Staple or wire the filter fabric directly to the posts.
7. Excavate a trench approximately 4 inches wide and 8 inches deep along the proposed line of posts and upslope from the barrier.
8. Backfill the trench with compacted soil or gravel placed over the filter fabric.
9. Do not attach filter fabric to existing trees.

B. Ditch Checks

1. Bales will be placed in a single row, lengthwise, on the contour and embedded in the soil to a depth of 3 inches.
2. Bales must be securely anchored in place by stakes or re-bars driven through the bales or by other acceptable means to prevent displacement.
3. Inspection must be frequent and repair or replacement must be made promptly as needed.

3.02 MAINTENANCE

A. Sediment Fence

1. Inspect sediment fences at least once a week and after each rainfall. Make any required repairs immediately.
2. Should the fabric of a sediment fence collapse, tear, decompose, or become ineffective, replace it promptly.
3. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the fence. Take care to avoid undermining the fence during cleanout.
4. Remove all fencing materials and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

B. Ditch Checks

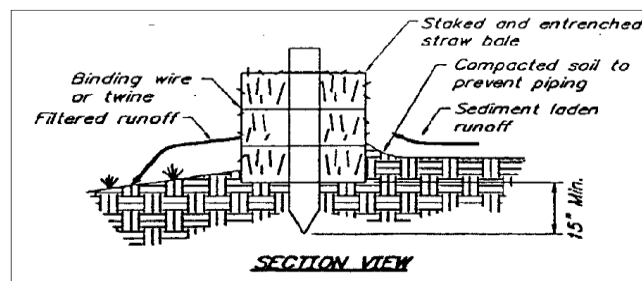
1. Inspect straw bale barriers at least once a week and after each rainfall. Make any required repairs immediately.
2. Should the barrier collapse, decompose or become ineffective, replace it promptly.
3. Remove sediment deposits as necessary to provide adequate storage volume for the next rain and to reduce pressure on the barrier.
4. Remove the barrier and unstable sediment deposits and bring the area to grade and stabilize it after the contributing drainage area has been properly stabilized.

3.03 CLEANUP

A. General

1. Remove all sediment and other debris from project site.
2. Remove all sediment fence and ditch check materials from project site.
3. Grade area for uniform slope to blend with existing or finish contours.

EROSION CONTROL – DITCH CHECK



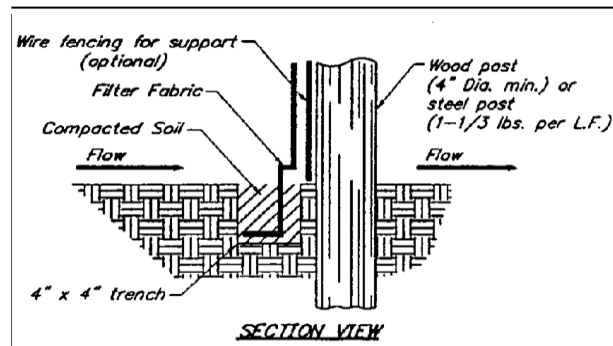
Notes:

1. *Straw bales shall not be used longer than a time period of three months. If construction continues beyond this time period, replace bales with new.*
2. *Excavate a trench along the areas that the straw bales will be used as erosion control to a depth of 4 inches and to the width of one straw bale. The straw bales then shall be placed in the trench. Place excavated material on upstream side of the trench.*
3. *Straw bales shall be anchored with a min. of 2 stakes or rebar driven into the underlying soil; making sure that the binding wire or twine is facing the sides and not touching the soil. The first stake into each bale shall be driven toward the previously laid bale to force*

them together.

4. Spacing between the bales shall be tightly chinked with loose straw.
5. After straw bales are in place the excavated soil shall be backfilled against the upslope side of the straw bales to a height of 4 inches after compacting.
6. Straw bales shall be inspected after each rainfall to determine if any repairs or replacements to the straw bales are needed. If it is determined that the straw bales need to be repaired or replaced, the work will occur immediately. Sediment accumulations must be removed when they reach 1/2 the barrier height.

EROSION CONTROL – SEDIMENT FENCE



Notes:

1. The filter fabric shall have a minimum filtering efficiency of 75% a minimum tensile strength of 30 pounds per linear inch and a flow rate of 0.3 gallons per square foot per minute. The filter fabric shall also have ultraviolet ray inhibitors to assure a life use expectancy of six (6) months at 0 to 100 degrees Fahrenheit.
2. The filter fabric shall be 36 inches or less in height. Joints shall occur only at posts with six (6) inch minimum overlap. Posts shall be spaced ten (10) feet on center when wire mesh support is included or six (6) feet on center without wire mesh support. A minimum of eight (8) inches of fabric will be buried in the 4" x 4" trench.
3. The sediment fence shall be inspected after every rainfall to determine if any part of the fence needs to be repaired or replaced. If it is determined that the fence needs any repair or replacement this work will occur immediately.
4. Sediment deposits shall be removed after each rainfall or before they accumulate to 1/3 of the fence height.

END OF SECTION

SECTION 02506 AGGREGATE FOR BASE**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Aggregate for Base

1.02 RELATED SECTIONS

- A. Section 02200: Excavation, Backfill, and Site Grading
- B. Section 02221: Trenching, Backfilling, and Compaction

1.03 SUBMITTALS

The Contractor shall submit, prior to delivery of the material to the project, a certificate indicating the gradation, plasticity index, and the moisture-density relationships of the material, using ASTM D698, complies with the above material specification.

PART 2 – MATERIALS**2.01 DESCRIPTION**

Aggregate for Base shall be supplied in accordance with Section 305 of the Kansas Standard Specifications for Highway Construction, except as otherwise modified herein.

2.02 MATERIALS

Material shall meet Section 1100 AB3 Aggregate except that the composition shall be modified so that the material shall consist of 100% limestone or dolomite produced by mechanical crushing.

PART 3 – EXECUTION**3.01 MOISTURE CONTROL**

The material shall be mixed with water in a stationary plant, before delivery to the project site, to obtain the moisture content as directed by the Engineer.

END OF SECTION

SECTION 02507 –TYPE I STREET REPAIR**PART 1 - GENERAL****1.01 SECTION INCLUDES**

Construction Requirements

1.02 RELATED SECTIONS

Sections 02221: Trenching, Backfilling and Compaction

1.03 SUBMITTALS

None

PART 2 – MATERIALS**2.01 DESCRIPTION**

This item of work shall consist of repair of existing roadway pavement damaged by construction of the proposed storm sewer. All roadway repair shall conform to the requirements of this section.

PART 3 – EXECUTION**3.01 CONSTRUCTION REQUIREMENTS**

Repair shall be accomplished by first determining the width of trench required to excavate for the various sizes of storm sewer pipes involved. All excavated material and pavement shall be removed from the site and not used for backfill. All trench walls shall be in a vertical plane. Shoring and bracing shall be used when necessary to prevent undercutting of undisturbed pavement.

Trenching shall be backfilled with removable flowable fill to within eight inches (8") of the pavement surface. A minimum 12-inch bench shall be provided on each side of the trench and a pavement base consisting of 6 inches of high early strength KCMMB 4K concrete shall be placed for the full width of disturbed pavement area. The concrete course shall be placed to two inches (2") below the existing surface course. Once the concrete has reached a minimum compressive strength of 3,000 psi tack coat shall be applied and 2 inches of asphaltic concrete surface course placed and compacted to a density in accordance with the requirements set forth in the asphaltic concrete paving specification located herein. The surface of the patch shall match existing grade and cross slope of the surrounding pavement.

END OF SECTION

SECTION 02730 – SEWER PIPE**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Sewer pipe.
- B. Fittings.

1.02 RELATED SECTIONS

- A. Section 02010: Subsurface Conditions
- B. Section 02110: Clearing and Grubbing
- C. Section 02221: Trenching, Backfilling, and Compaction

1.03 QUALITY ASSURANCE

- A. Compliance with specifications:
 - 1. Furnish proof acceptable to the Owner, when called for during construction, that all sewer pipe installed equal or exceed all requirements specified for this work.
 - 2. If such proof is not submitted or is unacceptable, replace all such items to conform to the specifications, and repair any damage, all at no cost to the Owner.

1.04 SUBMITTALS

- A. Shop drawings:

Submit shop drawings to the Engineer within 30 days after award of Contract in accordance with Section 01340, showing all materials to be furnished and installed.
- B. As-built drawings:

During progress of the work, maintain an accurate record of all changes made in the sewer pipe installation from the layout and materials shown on the approved shop drawings.

PART 2 - PRODUCTS**2.01 PIPE MATERIAL**

- A. Pipe material used on the project is designated on the plans as sewer pipe.

Sewer pipe is defined as including PVC gravity sewer pipe.

2.02 PIPE JOINTS

- A. Pipe joints on new construction shall be standard joints for pipe material used. Where joining new pipe to existing old pipe 12-inch diameter and smaller at various sewer replacements, and joining pipes of different material, rubber couplings shall be used. Couplings shall be heavy duty rubber, with two stainless steel clamps, and one stainless steel shear ring. Transition bushings of proper size shall be used for joining DIP to VCP or PVC pipe.
- B. For joining old to new pipe in sizes larger than 12-inch diameter, where rubber couplings described above are not available, use standard concrete collar as detailed.

2.03 SEWER PIPE

- A. Plastic gravity sewer pipe shall be SDR 26 PVC:
 - 1. SDR 26 PVC pipe 8-inches to 15-inches shall be produced in a manner consistent with ASTM D-3034.
 - 2. SDR 26 PVC pipe larger than 15-inch diameter shall be produced in a manner consistent with ASTM F-679, as applicable to type T-1 materials, extended to the SDR-26 wall thickness.
 - 3. Said pipe shall have a stiffness value of 115 psi when tested in accordance with ASTM D-2412.
 - 4. Joints for said pipe shall utilize a "locked in" integral gasket design meeting the requirements of ASTM D3212.
 - 5. The gaskets shall be reinforced with a steel band and shall conform to the requirements of ASTM F-477.
 - 6. Markings for 8-inch to 15-inch pipe shall be in accordance with ASTM D-3034. Pipe markings for 18-inch and 24-inch pipe shall be in accordance with North American Pipe standard NA-601.
 - 7. Quality assurance testing shall be in accordance with ASTM D-3034 for eight-inch to 15-inch pipe, and for 18-inch and 24-inch pipe shall be in accordance with ASTM F-679, extended to the SDR-26 wall thickness series.

PART 3 - EXECUTION**3.01 HANDLING**

- A. Pipe and accessories shall be handled in a manner that will ensure their installation in the work in sound, undamaged condition. Equipment, tools and methods used in unloading, reloading, hauling and laying pipe and fittings shall be such that they are not damaged. Hooks inserted in ends of pipe shall have broad, well-padded contact surfaces.
- B. Pipe having pre-molded joint rings shall be handled in such a manner that no weight, including the weight of the pipe itself, will bear on or be supported by the spigot rings at any time. Care shall be taken to avoid dragging the spigot ring on

the ground or allowing it to come in contact with gravel, crushed stone, rocks, or other hard objects. Joint rings which have been damaged in any way will not be accepted and shall not be incorporated in the work.

3.02 LAYING PIPE

- A. Pipe shall be protected from lateral displacement by means of pipe embedment material installed as provided in trench backfill specification. Under no circumstances shall pipe be laid in water and no pipe shall be laid under unsuitable weather or trench conditions.
- B. When jointed in the trench, the pipe shall form a true and smooth line. Pipe shall not be trimmed except for closures, and pipe not making a good fit shall be removed. Permissible defects shall be placed in the top of the pipe.
- C. Unless otherwise approved by the Engineer, the laying of pipe shall begin at the lowest point, and the pipe shall be installed so that the spigot ends point in the direction of flow.
- D. Pipe which is a part of a gravity sewer line shall be aligned and constructed to grades as shown on the plans.
- E. Pipe lines or runs intended to be straight shall be laid straight.
- F. During installation each pipe and fitting shall be inspected for defects. All defective, damaged, or unsound pipe and fittings shall be rejected and removed from the site of the work.

3.03 ALIGNMENT AND GRADE

- A. All pipe shall be laid straight between changes in alignment and at a uniform grade between changes in grade. All lines shall be laid so that each section between manholes will lamp.

3.04 JOINTING

- A. Factory-molded plastic joints:
All instructions and recommendations of the pipe manufacturer shall be observed and followed. All joint surfaces shall be lubricated with the lubricant furnished by the pipe manufacturer immediately before the joint is completed.
- B. Boltless gasketed joints:
All instructions and recommendations of the pipe manufacturer, relative to gasket installation and other jointing operations, shall be observed and followed by the Contractor. All joint surfaces shall be lubricated with heavy vegetable soap solution immediately before the joint is completed.
- C. Mechanical joints:
Mechanical joints shall be carefully assembled in accordance with the

manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned and reassembled. Overtightening bolts to compensate for poor installation practice will not be permitted.

D. Coupling pipe:

Couplings shall be chemically welded to the pipe with one end, factory applied. The coupling and pipe end to be chemically welded in the trench shall be thoroughly cleaned after it is in the trench and a primer and cement shall be applied to both the coupling and the end of the pipe. This shall be done in accordance with the manufacturer's instructions.

The pipe shall be thoroughly shoved into the coupling and then turned within the coupling one-quarter turn to ensure complete contact between cement, pipe, and coupling.

3.05 CUTTING PIPE

- A. Cutting of pipe shall be done in a neat manner, without damage to the pipe or to the lining therein. Pipe cuts shall be smooth, straight and at right angles to the pipe axis. All cutting of pipe shall be done with mechanical pipe cutters of an approved type except that in locations where the use of mechanical cutters would be difficult or impracticable, existing pipe may be cut with diamond point chisels, saws, or other tools which will cut the pipe without damaging impact or shock.

3.06 CLEANING

- A. The interior of all pipe shall be cleaned of all foreign matter before being installed and shall be kept clean until the work has been accepted. All lumps, blisters and excess coating shall be removed from exterior spigot and interior bell surfaces. Such surfaces shall be wire brushed and wiped clean, dry, and free from oil and grease before placing the spigot in the bell. All joint contact surfaces shall be kept clean until the jointing is completed.
- B. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being installed. No debris, tools, clothing, or other materials shall be placed in the pipe.
- C. Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug.

3.07 TESTING – GRAVITY SEWERS

- A. General:
1. All sewers shall be visually inspected, infiltration leakage tested, and

exfiltration leakage tested. At the Contractor's option and with approval of the methods by the Engineer, the Contractor may provide air leakage testing in substitution for the exfiltration test.

2. The Contractor shall furnish all labor, equipment, tools, materials, and water, and shall perform all acceptance tests.
 3. All tests are to be witnessed and recorded by the Engineer.
- B. Visual inspection:
1. All pipe shall be cleaned of excess mortar, dirt, and debris prior to visual inspection. The sewer shall be inspected by flashing a light between manholes or by physical passage where space permits. Determine by illumination or physical inspection the presence of any misaligned, displacement, or broken pipe and the presence of visible infiltration and other defects.
 2. Correct defects as required prior to conducting leakage tests.
- C. Leakage tests:
1. The leakage tests shall be performed on the full length of all sewer lines prior to acceptance.
 - a. Infiltration leakage test. All sections of sewer lines shall be checked for infiltration. At each manhole where flow exists in the pipe, measurements shall be made to determine the quantity by capture or by inserting "V" notch weirs in the pipe.

Repair leaks and defects until the leakage, as measured, in any section does not exceed 200 gallons per inch of pipe diameter per day per mile of pipe. (0.15 gallons per inch of pipe diameter per hour per 100 feet of pipe).

The infiltration check and repairs shall be completed on any section prior to making the exfiltration test.
 - b. Exfiltration leakage test. All sections of sewer lines shall be tested by exfiltration on the sewer pipe and manholes. Exfiltration tests shall be conducted by blocking off all manhole openings except those connected to the section being tested, filling the line with water, and measuring the water required to maintain a constant level in the manholes. During the test, the average water depth above the pipe invert shall be 10 feet, unless manhole depths are such that it is not possible. Maximum depth at the lower end shall not exceed 25 feet and minimum depth at the upper end shall be at least 5 feet above the crown of the pipe.

Maintain test as necessary to determine leakage but not less than 2 hours. Repeat as necessary after repairs until leakage does not exceed 200 gallons per inch of pipe diameter per day per mile of pipe. (0.15 gallon per inch of pipe diameter per hour per 100 feet of pipe).

For the purposes of determining the maximum allowable leakage, manholes shall be considered as sections of pipe of the diameter and height of the manhole.

- c. Air leakage testing. The Contractor, at his option, may perform low pressure air testing of the sewer lines in substitution for the exfiltration testing, with approval of equipment and methods by the Engineer.

The general testing procedure for gravity sewer pipe shall be in accordance with ASTM F1417 as follows: Raise pressure to 4.0 psi, throttle the air supply to maintain between 4.0 and 3.5 psi for at least two (2) minutes in order to allow equilibrium between air temperature and pipe wall to be reached. After temperature has stabilized, allow the pressure to decrease to 3.5 psi. At 3.5 psi begin timing to determine the time required for pressure to drop to 2.5 psi. If the time, in seconds, for the air pressure to decrease from 3.5 to 2.5 psi is greater than that shown in ASTM 1417 and given in the table below for a given length of pipe, then the pipe shall be presumed free of defects.

Pipe Diameter (inches)	Minimum Time (min. & sec.)	Length for Minimum Time (feet)	Time for Longer Length, L (sec.)
4	3:46	597	0.380 L
6	5:40	398	0.854 L
8	7:34	298	1.520 L
10	9:26	239	2.374 L
12	11:20	199	3.418 L
15	14:10	159	5.342 L
18	17:00	133	7.692 L
21	19:50	114	10.470 L
24	22:40	99	13.674 L
27	25:30	88	17.306 L
30	28:20	80	21.366 L
33	31:10	72	25.852 L
36	34:00	66	30.768 L

A copy of ASTM F1417 can be obtained upon request for reference.
Note: "Minimum Time" is the minimum length of time that a test

must last unless the pipe being tested is greater than the "Length for Minimum Time". Pipe lengths greater than minimum lengths shall last as long as formula given under "Time for Longer Lengths".

If air test fails to meet above requirements, repeat test as necessary after all leaks and defects have been repaired.

In areas where ground water is known to exist, increase the test pressure by 0.43 psi for each foot of depth that the ground water is above the top of the pipe.

3.09 DEFLECTION TEST PVC PIPE (Gravity Sewer Pipe)

- A. Deflection tests shall be performed on all flexible pipe when ordered by the Project Engineer. The tests shall be run not less than 30 days after final backfill has been placed. No pipe deflection shall exceed 5 percent.
- B. The deflection test shall be run using a rigid ball or mandrel with a diameter equal to 95 percent of the inside diameter of the pipe.
- C. The Contractor is responsible for providing the personnel and equipment necessary to run the tests. The project representative or inspector shall observe test and record testing information in the permanent record.

3.10 WYE BRANCHES AND STUB LINES

- A. At locations designated during construction, the Contractor shall install 4 inch wyes and riser pipes or stub lines. Wye branches shall be so installed that the lower lip of the branch is no more than two inches below the outside top of the pipe.
- B. Stub lines shall be the same size and type of pipe as the wye branch or tee. The end of the stub line shall be closed by means of a suitable stopper held in place by joint sealing compound.
- C. The stub lines shall be laid to the line and grade set by the Engineer or Construction Representative. The stub lines on this project shall extend to the property line of the house being served.
- D. The ends of the stub lines shall be marked by a 1-inch by 2-inch wooden strip extending from the end of the pipe to within 1 foot of the top of the surface of the ground. Markers shall be securely anchored and maintained in proper position until backfill has been completed. Markers shall be referenced to at least 3 points of permanent reference and tie distances recorded. If markers are not referenced at the time of installation and records maintained by the Contractor he shall uncover markers and provide references.
- E. Wyes and fittings shall be installed in lines in accordance with pipe manufacturer recommendations.
- F. Saddle connection will be considered. Written approval from the Engineer is required.

3.11 PIPE EMBEDMENT AND TRENCH BACKFILL

- A. All pipe embedment and trench backfill material shall be as specified in Section

02221 and the construction plans.

3.12 PIPE CONNECTION TO MANHOLE**A. General:**

1. Connection at manhole walls shall be made by "O" ring type couplings set in the wall and having a manhole water stop assembly between the coupling and the manhole wall. The exact type of "O" ring seal shall be as recommended by the pipe manufacturer.
2. Grouting pipe in place will require Engineer approval.

END OF SECTION

SECTION 02930 – SEEDING, FERTILIZING, AND MULCHING**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Fertilizer.
- B. Mulch.
- C. Seed.
- D. Preparation.
- E. Maintenance.

1.02 ALTERNATE METHODS AND PRODUCTS

- A. Alternate methods from those specified will be considered for use, provided that in the Engineer's opinion the end product will be equal to or exceed that which would result from the specified methods and products.

1.03 DEFINITIONS

- A. Weeds:
Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wold Garlic, Perennial Sorrel, and Brome Grass.

1.04 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.05 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.06 MAINTENANCE DATA

- A. Submit maintenance data for continuing Owner maintenance.
- B. Include maintenance instruction, cutting method, maximum grass height, types, application frequency, and recommended coverage of fertilizer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name

of manufacturer.

PART 2 - MATERIALS

2.01 FERTILIZER

- A. Shall be a standard commercial product which when applied at the proper rate will supply the equivalent quantity of total nitrogen, available phosphoric acid and soluble potash specified. Fertilizer shall be delivered to the site in bags or other suitable containers, each fully labeled, conforming to applicable state fertilizer laws, and bearing the name, trade name or trademark, and warranty of the producer.
- B. Requirements per acre:
 - 1. Six hundred pounds of 17-17-17 grade fertilizer or equivalent.

2.02 MULCH

- A. Shall be vegetative mulch consisting of cereal straw from stalks of oats, rye, wheat or barley. Straw shall be free of prohibited weed seeds as stated in State Seed Law and shall be relatively free of all other noxious and undesirable seeds. Straw shall be clean and bright, relatively free of foreign material and be dry enough to be spread properly.

2.03 SEED

- A. Seed shall be tall turf type fescue blend, with a minimum of three fescue varieties included in the mix, or shall be chosen to match the primary grass type in the surrounding area with approval of the engineer. Selection should also take planting season into consideration. To match planting seasons, alternative seed types may be used with the permission of the Engineer.
- B. Seed shall be labeled in accordance with USDA regulations. Care shall be taken during transportation to avoid segregation of seed mixtures.
- C. Seed shall be sown at a rate per the supplier's recommendations.

PART 3 - EXECUTION

3.01 GENERAL

- A. All unpaved areas disturbed during the project will be seeded.
- B. The application of fertilizer, seed, and mulch shall follow each other in successive sequence as closely as possible.
- C. Seeding outside the specified seeding periods may be permitted at the Engineer's option, provided the Contractor is willing to make appropriate modifications to his seeding operations, and will guarantee the crop.

3.02 INSPECTION

- A. Contractor must request that Engineer inspect site grading, clean-up and surface preparation to determine if site is ready for the seeding, fertilizing and mulching operations.
- B. Upon Engineer's approval operations, may begin.

3.03 SURFACE PREPARATION

- A. Immediately in advance of fertilizing, the surface to be seeded shall be repaired, if necessary, to eliminate all damage from erosion or construction operations. The surface shall then be loosened and thoroughly pulverized by discing, harrowing and raking or other approved methods, to such an extent that it is free from sod, stones, clods, or roots. All growth of vegetation that will seriously interfere with planting operations shall be removed and disposed of as directed. The final surface shall be smooth and uniform, and left in such a condition as to prevent formation of low places and pockets.

3.04 GRADING

- A. The Contractor shall grade all areas as noted on the Contract Document drawings;
- B. Fine grade all areas eliminating rough or low areas to ensure positive drain age.

3.05 FERTILIZING

- A. Fertilizer and lime shall be dressed evenly over the areas to be seeded using approved mechanical type spreading equipment.
- B. Fertilizer and lime after spreading shall be immediately incorporated into the soil to a depth of approximately 2 inches, by chisel, spike tooth harrow, or other approved methods.

3.06 SEEDING METHODS

- A. General methods:
The Contractor shall employ a satisfactory method of sowing by use of either approved mechanical hand seeders or mechanical power-driven drills. When delays in operation carry the work beyond the specified planting seasons, or when conditions are such that by reason of drought, high winds, excessive moisture, or other factors, satisfactory results are not likely to be obtained, seeding shall stop. It will be resumed only where the desired results are probable or when approved alternate procedures have been adopted.
- B. Broadcast seeding:
When broadcast seeding is utilized, the seed shall be uniformly broadcast by mechanical hand seeder, in two directions at right-angles to each other and at 1/2 of the specified rate per acre in each direction. After the seed is broadcast it shall be covered by an approved method to a depth of 1/3 inch to 3/4 inch. Broadcast seeding shall not be done in windy weather.
- C. Drill seeding:
When drilling is utilized, it shall be done with approved equipment best suited to perform the work under prevailing conditions. The seed shall be uniformly drilled to a depth of one-third (1/3) inch to three-fourths (3/4) inch at the rate per acre specified. Drill seeding may be required in windy weather.
- D. Prior to start of seeding, the Contractor shall demonstrate that the application of seed is being made at the specified rate. A final check of the total quantity of seed used shall be made against the area seeded. If the check shows that the Contractor

has not applied seed at the specified rate, he shall uniformly distribute seed at a rate calculated to meet the shortage.

- E. The Contractor shall maintain the seeded areas until all fertilizing, seeding and mulching is complete and the work accepted by the Engineer. Areas damaged from the Contractor's own operations shall be repaired at his expense. After acceptance of the work the Contractor will not be held responsible for erosion due to weather, or conditions not due to the Contractor's own operations or negligence. The Contractor is not required to guarantee a crop, if seeding is done during the specified seeding periods.

3.07 MULCHING

- A. Immediately after seeding, the Contractor shall apply vegetative mulch at a rate between 1-1/2 and 2-1/2 tons per acre to all seeded areas. Quantity of mulch shall be adjusted within the above limits, as directed by the Engineer, to the particular area or slope being mulched. Total application of mulch for the project shall average approximately 2 tons per acre. Mulch shall be applied by mechanical mulch spreaders equipped to eject by means of a constant air stream controlled quantities of the vegetative mulch.
- B. Mulch shall be embedded by a disc type roller having flat serrated discs spaced not more than 10 inches apart, with cleaning scrapers for each disc.
- C. All mulch shall be distributed evenly over the areas to be mulched within 24 hours after the seeding operation. Following the mulching operation, suitable precautions shall be taken to prohibit traffic over mulched areas. Displaced mulch shall be replaced immediately, including repair of the underlying seed bed, if damaged as well.

3.08 MAINTENANCE

- A. The Contractor shall maintain all seeded areas until the grass is properly established (not less than 90 days) until satisfactory development. Maintenance shall be continued until final acceptance of the work.
- B. Maintenance of seeded areas shall include protecting, watering, mowing, fertilizing, and such other work as may be necessary to establish a permanent lawn. The Contractor shall reseed those seeded areas in which a satisfactory growth is not obtained, and shall refill any areas which become eroded prior to final acceptance of the work.
- C. Paved areas shall be kept clean while maintenance operations are in progress.

3.09 REPLACEMENT

- A. The Contractor shall replace all trees, shrubs, and flowers damaged by construction activities in the areas designated on the construction plans. The replacement trees and shrubs shall be equal in size to the damaged or removed specimen.

END OF SECTION

SECTION 02960 - CONTRACTOR CONSTRUCTION STAKING**PART 1 - GENERAL****1.01 DESCRIPTION**

This work shall be performed in accordance with Section 802 of the Kansas Standard Specifications for State Road & Bridge Construction as amended herein. The Contractor shall set construction stakes establishing all lines, slopes, continuous profile-grades, centerlines, and benchmarks necessary to control and perform the work.

PART 2 – MATERIALS

Not applicable for this section.

PART 3 - EXECUTION**3.01 CONSTRUCTION REQUIREMENTS****A. Vertical Control**

Prior to construction, County Bench Marks that will be damaged or removed by construction shall be replaced by a benchmark outside of construction area. New benchmarks shall be an aluminum cap set in a rigid concrete structure. A hole shall be drilled into concrete and the cap grouted into place. The preferred locations are traffic signal bases, culvert headwalls and bridge handrails. A standard monument record sheet shall be completed for each permanent benchmark. Elevations shall be determined with a double rod level run using digital level and bar code rods and shall tie into County vertical control network at each end of the level run. Level runs shall close within 0.1 ft. per 4 miles. Level run data shall be furnished in digital and paper format.

Mapping grade state plane coordinates shall also be provided. This effort shall be coordinated with the County Surveyor.

B. Horizontal Control

Prior to construction Section Corner and quarter section corners shall be referenced to points outside construction and a Land Corner Endangerment Report submitted to the County Engineer within 30 days of the survey as required by state law. During construction, the surveyor will coordinate with contractor on the placement of the monument box. After construction, the surveyor shall use his previous reference ties and preliminarily mark the aluminum cap. This location shall be checked with coordinates from the design survey to insure that the ties match the previous coordinates. If within tolerance the aluminum cap shall be punched at the proper location. New Land Corner Reference Reports with updated references shall be submitted to the County Engineer within 30 days of the survey as required by state law.

C. Property Corners

The Contractor shall locate all existing property corners within the project limits

prior to commencing construction. All existing property corners shall be marked and protected. Property corners anticipated to be disturbed during construction shall be located by ties and shall be reset by the Contractor at the termination of construction activities. All property surveying shall be performed by a qualified land surveyor registered in the State of work.

D. KCP&L Conduits

A stamped sealed survey shall be provided by the Contractor for all conduit installed as part of the contract.

E. Swale Staking

The Contractor shall set cut stakes for all rough swale grading and shall maintain or reset such stakes for checking of the grade as required by the Engineer. Final grade for the swales and berms shall be established by "blue top" surveying or other approved method, and grade devices shall be maintained for inspection by the Engineer prior to sodding.

END OF SECTION

SECTION 03480 - MANHOLES AND SPECIAL STRUCTURES**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Pre-cast concrete manholes and related items.

1.02 RELATED SECTIONS

- A. Section 02221: Trenching, Backfilling and Compaction.
- B. Section 02730: Sewer Pipe

1.03 WORKMANSHIP

- A. Supervision:
Provide full time supervisor trained and familiar with the work to be undertaken.
- B. Workmen:
Provide workmen qualified with every phase of work to be undertaken including concrete reinforcement, placement, and finish.

1.04 PRODUCT HANDLING

- A. Protection:
Use all means necessary to protect material prior to, during and after installation.
- B. Replacement:
Replace all material damaged during course of project.

1.05 SUBMITTALS

- A. Shop Drawings
- B. Product Data
- C. Mix Design and Test Reports

PART 2 - PRODUCTS**2.01 MANHOLE MATERIALS OF CONSTRUCTION**

- A. General:
At the option of the Contractor, standard manholes may be constructed with cast-in-place concrete bases or precast concrete (developed) bases.
- B. Materials:
 - 1. Cast-in-place concrete:
Materials, handling, forms, finishing, curing, and other work as specified in

the concrete section.

2. Precast concrete:

Circular, uniform outside diameter; ASTM C478, with a minimum wall thickness of 5 inches.

3. Precast concrete adjusting rings:

Circular, ASTM C478, with Shear Keys.

4. Non-shrink grout:

L & M "Crystex", Master Builder Masterflow 713 Grout, or U.S. Grout "Five Star" or equal.

5. Resilient manhole pipe connectors:

A-LOK manhole pipe connector or approved equal to be used on connections up to 10 degrees on 17.5%. For connection with grades greater than 10 degrees or 17.5%, a Z-LOK manhole pipe connector or approved equal is to be used.

6. Joint Sealant:

Joints shall be sealed with flexible joint sealant conforming to ASTM C990.

C. Manhole frames and covers:

1. Type I:

Waterproof manhole rings with bolted covers shall be Clay and Bailey No. 2014 or Neenah R-1915-H2 or approved equal.

2. Type II:

Standard manhole frames and covers shall have a minimum weight of 300 pounds and shall be Clay and Bailey No. 2011-MR or Neenah R-1775 or equal. All frames shall have brick rings. All covers shall be solid with no vents. Iron shall be in accordance with ASTM A48-94A, Class 35.

3. Flat top manhole frame and lid shall be Clay and Bailey No. 2002 or Neenah R-6033 type y.

D. Manhole steps:

Steps shall be ASTM C478 Plastic Steps, M. A. Industries Polypropylene Plastic Steps No. PS2-PF or equal.

E. External Joint and Frame seal:

1. External Frame Seal shall be CCI Pipeline Systems WrapidSeal or approved equal.

2.02 WATERPROOFING

A. Waterproofing shall be Blackhawk BH 5011 or approved equal.

- B. Total thickness shall be 16-24 mils.

PART 3 - EXECUTION

3.01 GENERAL

- A. Standard manholes and special manholes shall be constructed complete with covers in accordance with the details shown on the drawings. Standard manholes above the foundations, unless otherwise required by the plans, shall be constructed of precast concrete sections specially cast for use in manholes. Special manholes shall be constructed of monolithic concrete as shown on the plans. Concrete and reinforcing steel shall conform to the specifications for concrete, Section 03300. Precast concrete sections shall be in compliance with ASTM C478 specifications, with joints filled with mastic compound.
- B. Manhole inverts shall be carefully constructed to maintain the proper velocities through the manhole, and in no case shall the invert sections through the manhole be greater than that of the outgoing pipe. The shape of the invert shall conform exactly to the lower half of the pipe it connects. Side branches shall be connected with as large radius of curve as practicable. All inverts shall be troweled to a smooth clean surface.
- C. The main sewer shall be carried through manholes by split pipe wherever practicable. Concrete filling between the sewer invert and walls of manholes shall be flush with the top edges of the invert and shall slope up from the invert at the rate of 2 inches per foot. The sewer should be laid continuously through manhole locations wherever grade and alignment permit, and the manhole built later. In such cases, the foundation shall be laid and carried up approximately to the center of the pipe with the specified surface slope. After the manhole is built, the upper half of the pipe shall be cut out and the bottom finished.

Where it is not practicable to use a split pipe through manholes, due to breaks in grade or elevation of incoming sewers, the sewer invert shall be made of concrete deposited between forms.
- D. Drop manholes and other special structures shall be built in accordance with the drawings. All fittings, connections, drops, concrete drop encasement, and all other sewer pipe appurtenances built into wall shall be provided for drop manholes and other special structures.
- E. In streets, highway shoulders, and in yard areas, manhole tops shall match adjoining surface elevations with final adjustment with precast concrete adjusting rings at top of manhole. Contractor shall allow for two 4 inch high adjusting rings when determining manhole heights when precast manholes are used to permit adjustment downward if needed. At other locations, manhole tops shall be constructed to elevations as shown on plans.

3.02 JOINTING CIRCULAR PRE-CAST RISER SECTIONS

- A. The bell section shall be "buttered" with mastic compound and the next section set

in place. Excess mastic inside the manhole shall be struck-off and any void places filled. On the exterior all void places shall be filled.

- B. Mastic compound shall be a sewer joint compound meeting the approval of the Engineer. Preformed flexible plastic gaskets with removable paper will be acceptable.

3.03 INSTALLATION OF FRAME SEAL

- A. The external joint and frame seals and extensions shall be installed in accordance with the manufacturer's instructions.

3.04 FLEXIBLE WATERTIGHT PIPE ENTRANCE

- A. The all rubber gasket shall be permanently cast in place in the manhole opening for the entry pipe.
- B. The design of the joint will be such that when fully assembled the entering pipe can be deflected a minimum of nine (9) degrees and withstand an internal hydrostatic pressure equivalent to 30 feet head pressure or 13 psi for 10 minutes without leakage. Moisture or beads of water appearing on the surface of the joint will not be considered leakage.
- C. Installation shall be accomplished in accordance with the gasket manufacturer's instructions. Joints shall be in accordance with the above specification.

3.05 MANHOLE BASE

- A. Pre-cast manholes may be furnished with developed base or base may be constructed in the field at the Contractor's option.
- B. If cast-in-place concrete bases are used, concrete shall be placed on undisturbed earth in accordance with applicable requirements of the concrete section.
- C. If pre-cast concrete (developed) bases are used, the subgrade materials shall be excavated to undisturbed earth and to a uniform elevation which will permit at least 4 inches of granular embedment material, as specified in the earthwork section. The surface of the granular material shall be compacted and carefully graded to provide proper grade and alignment of the base section. The base section shall be accurately set so that connecting pipes will be on proper line and grade. No wedging or blocking under precast concrete bases will be permitted.

3.06 MANHOLE STEPS

- A. Steel reinforced plastic steps shall be plant-installed, driven into prepared holes or vibrated into green concrete in accordance with the recommendations of the step manufacturer.

3.07 CONNECTING PIPING

- A. The space between connecting pipes and the wall of pre-cast sections shall be completely filled with non-shrinking grout, except where resilient connectors are provided.

- B. When resilient connectors are used, the connecting pipe shall be carefully adjusted to proper line and grade. The pipe shall be installed in the resilient connector prior to backfilling outside the manhole and shall be resealed after completion of the manhole and backfill. All visible leakage shall be eliminated.
- C. The connecting pipe for installation with resilient connectors shall be plain end, square cut spigots and shall not protrude more than 1 inch inside the manhole wall. A clear distance of at least 1 inch from the end of each connecting pipe and around the pipe shall be provided when the concrete invert fill is installed. After completion of the manhole, the boxout shall be filled with mastic filler material, completely filling the space beneath the pipe and extending to at least the springline. The filler material shall provide a smooth, uniform surface between the inside diameter of the pipe and the manhole invert.

3.08 STUBS

- A. Stubs for future connections shall be provided in manholes at the locations indicated on the drawings. Stubs shall be not less than 3'-0" or more than 4'-0" long, unless otherwise noted on the drawings, and shall terminate in a bell and plug.

3.09 WATERPROOFING MANHOLES

- A. Surface shall be prepared by manufacturer.
- B. The exterior of all manholes shall be coated with a heavy coat of coal-tar paint as required by manufacturer's instructions.
- C. Reinforced concrete pipe manholes or circular pre-cast concrete section manholes shall be waterproofed.
- D. Coating damaged during construction shall be recoated and allowed to cure prior to backfilling.

3.10 VACUUM TESTING MANHOLES

- A. Each manhole shall be inspected and tested immediately after assembly.
- B. All lift holes shall be plugged with an approved non-shrink grout.
- C. All pipes entering the manhole shall be plugged, taking care to securely brace the plug from being drawn into the manhole.
- D. The test head shall be placed at the inside of the top of the cone section and the seal inflated in accordance with the manufacturer's recommendations.
- E. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the time is greater than 60 seconds for 48 inches diameter, 75 seconds for 60 inches, and 90 seconds for 72 inches diameter manholes.
- F. If the manhole fails the initial test, necessary repairs shall be made with a non-shrink

grout. Retesting shall proceed until a satisfactory test is obtained.

END OF SECTION



City Council Meetings

Council Meeting 5/7/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of the Rezoning of Property Generally Located at Harrington & Wornall Road - Ordinance No. 18-05-01

Mayor and Council,

The City has received a request to rezone property located within Madison Park in the area generally located at Harrington Ave and Wornall Road. Pat and Katie Slusher has requested that the property be rezoned from R-3 -Cluster, Townhouse or Garden Apartment District to A - Agriculture District.

The Planning and Zoning Department heard this application on April 17. Planning and Zoning recommends approval of this application. Attached you will find the staff report and minute excerpts from the April 17 meeting.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/7/2018
PZ Staff Report RZ-18-003	Cover Memo	5/3/2018
RZ 18-003 Map	Cover Memo	5/3/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND ADOPTING THE REZONING OF CERTAIN
PROPERTY GENERALLY LOCATED AT HARRINGTON AND WORNALL ROAD
FROM R-3 ZONING DISTRICT TO A-AGRICULTURAL**

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for rezoning submitted by Pat and Katie Slusher (the “Applicant”) for a tract of land legally described in Exhibit A attached hereto (the “Property”), consisting of approximately 5.07 acres located at the southeast corner of Wornall Road and Harrington Street to be developed as A-Agricultural District; and

WHEREAS, the Commission held a public hearing on April 17, 2018, and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the application and the recommendation of the Commission at its regular meeting of May 7, 2018, and determined adoption and approval to be in the City’s best interests and to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of the rezoning to A-Agricultural, in the form attached hereto as Exhibit A, is hereby approved, recording thereof to take place only upon full compliance with the requirements of the Municipal Code.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Brad Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



April 17, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. RZ-18-003 – An application by Pat and Katie Slusher for rezoning of approximately 5.07 acres located at the southeast corner of Wornall Road and Harrington Street from District R-3, Cluster, Townhouse or Garden Apartment District to A, Agricultural District (*Public Hearing*)

Applicant: Pat and Katie Slusher

Meeting Date: April 17, 2018

General Information:

Address:

Current Zoning: R-3, Cluster, Townhouse or Garden Apartment District

Current Land Use: Vacant

Surrounding Zoning & Land Use:

North	– A; agricultural
East	– R-3; single-family
South	– R-3; single-family
West	– R-3; single-family

Background:

In early 2000, the approximate 50 acres at the southwest corner of Wornall Road and Harrington Street were rezoned by the City from A, Agricultural District to R-3, Cluster, Townhouse or Garden Apartment District. Concurrently, the Madison Park preliminary plat was approved providing for 134 lots for single-family and two-family residences and two sites for garden apartments, that the plat estimated could accommodate 32 and 30 units, respectively. Through the course of development, the subdivision was modified to remove the two-family residences, and the garden apartment site in the southwest corner of the development area was modified and reduced in size. The single-family lots are currently all final platted and what remains are the two sites for the garden apartments.

All public utilities necessary to support development of the property, including the two garden apartment sites, have been installed with the single-family phases. Off-site improvements were made to McCleary Road in conjunction with the Cherry Hills Estates subdivision adjacent to the east, developed under the same ownership group. It appears that the improvements made by the developer to McCleary Road were accepted by the

City as also satisfying any actual improvement or development contribution to help fund a future improvement to Wornall Road.

The subject property, an approximate 5.07 acre site in the northwest corner of the development area, was contemplated for a potential garden apartment complex of 32 units. The property is not in a *planned zoning district* and could be developed with any use permitted under the existing R-3 zoning district. If the site was to be developed as a garden apartment complex, the City would anticipate fulfillment of a preliminary plat expectation for the extension of Harrington Drive, along the west boundary of the subject property (and along the western City Limits), to Wornall Road. Currently, Harrington Drive runs north-south along the western perimeter of the existing single-family residential phases from the southern end of the development and ending at the north end of Lot 77 (Madison Park, Second Plat), right south of the subject property. It does not appear that a right-of-way dedication for the extension of Harrington Drive has been made or accepted.

Staff Review:

The application proposes to rezone the subject property from its current R-3 zoning established as part of the overall Madison Park development proposal, to A, Agricultural District. The applicant intends to construct single-family residence on the site.

The R-3, Cluster, Townhouse or Garden Apartment District permits any use permitted in the R-1 and R-2 zoning district, including single and two-family residences, as well as the cluster, townhouse and garden apartment buildings as the district name implies.

Current Zoning Regulations require that prior to a garden apartment complex being developed on the subject property, the site would have to be rezoned to a *planned zoning district*, which would include a preliminary and final development plan/plat approval, providing the opportunity for formal Planning and Zoning Commission and City Council review of final development plans. Under that circumstance, per the approved Madison Park preliminary plat, staff would anticipate requiring the extension of Harrington Drive north to McCleary Road in order to support the higher density development. Rezoning to a *planned zoning district* is not required if the site was to be developed for single and two-family dwellings. If the site was to be developed with one single or two-family dwelling, staff would not anticipate requiring a final plat of the property.

The A, Agricultural District permits single-family dwellings along with agricultural activities – with livestock and poultry activities subject to additional measures under Municipal Code. Commercial activity and storage beyond that of farming uses is not permitted in the A, Agricultural District.

Staff Analysis:

Comprehensive Plan: The Comprehensive Plan Future Land Use Map, used as a guide for future land use development, contemplates this western part of the city to be developed in a rural and low-density residential fashion. The Comprehensive Plan also encourages the appropriate inter-relationship of different housing styles and densities within overall developments areas. The Madison Park preliminary plat appears to have conformed with these overarching land use goals and removing the opportunity for a

higher density element in the northwest corner of this development and rezoning the subject site to A, Agricultural District would not significantly alter that assessment.

Public Infrastructure: Appropriate public utilities constructed for the various Madison Park single-family residential phases provide the necessary services to the subject site to support a single-family residence. While a garden apartment development would have necessitated a formal stormwater management plan and possible onsite detention requirements, stormwater concerns are minimized with just a single-family residence.

The subject site is currently only accessible via Wornall Road. While a garden apartment development would have led to assumed requirements for the extension of Harrington Drive north to Wornall Road, it would not appear to be necessary to support development of the site if rezoned. Again, it appears that previous development improvement requirements for Wornall Road were satisfied through actual improvements made to McCleary Road in conjunction with the Cherry Hills Estates subdivision.

Staff Recommendation/Action Requested:

City staff finds the application is consistent with the Excelsior Springs Comprehensive Plan and Zoning Regulations. While the applicant's intended use of the property deviates from the conceptual plan on the Madison Park preliminary plat, the current zoning does now in fact permit the construction of a single-family dwelling. And with that reduced potential development density, staff finds that no additional public improvements would be necessary.

Staff recommends approval of the application.

Respectfully Submitted,

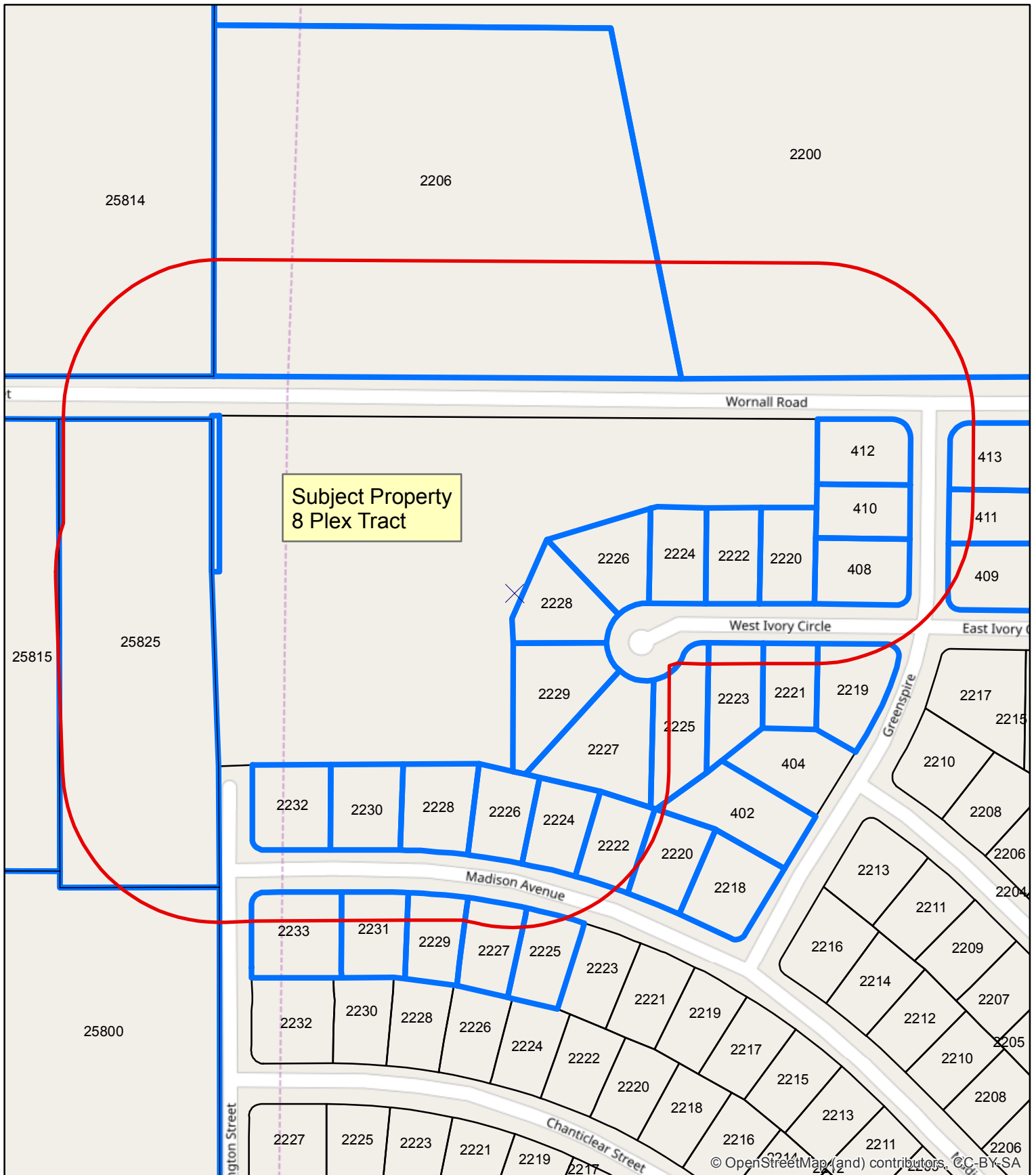
Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Vicinity Map



Madison Park First Plat 8 Plex Tract



0 50 100 200 300 400 Feet

Legend

200 FT Buffer Properties to be Notified Parcels



**Economic Development
Council Meeting 5/7/2018**

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of the Rezoning of the SWQ of McCleary Road and US Highway 69 - Ordinance No. 18-05-02

Mayor and Council,

The City has received a request to rezone the southwest corner of McCleary Road and US Highway 69 from M-1 - Light Industrial District to C-3 - Service Business District. This is property that will be combined with adjacent land to create one parcel that is proposed for a retail use.

The Planning and Zoning heard this issue at their April 17 meeting. Excerpts from that meeting are attached along with a copy of the staff report. Planning and Zoning has recommended approval of this rezoning request.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/7/2018
RZ 18-002 Map	Cover Memo	5/3/2018
PZ Staff Report Aldi PP-FP 18-002	Cover Memo	5/3/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND ADOPTING THE REZONING OF CERTAIN
PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF
MCCLEARY ROAD AND US HIGHWAY 69 FROM M-1 LIGHT INDUSTRIAL
DISTRICT TO C-3 SERVICE BUSINESS DISTRICT**

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for rezoning submitted by Aldi Inc. (the “Applicant”) for a tract of land legally described in Exhibit A attached hereto (the “Property”), located at the southwest corner of McCleary Road and US Highway 69 to be developed as C-3 Service Business District; and

WHEREAS, the Commission held a public hearing on April 17, 2018, and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the application and the recommendation of the Commission at its regular meeting of May 7, 2018, and determined adoption and approval to be in the City’s best interests and to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of the rezoning to C-3 Service Business District, in the form attached hereto as Exhibit A, is hereby approved, recording thereof to take place only upon full compliance with the requirements of the Municipal Code.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Brad Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Aldi Project



Legend

0 50 100 200 300 400 Feet



200 FT Buffer



Rezone



Properties to be Notified

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



April 17, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. PP/FP-18-002 – An application by Aldi Inc. for combined Preliminary Plat and Final Plat approval for Aldi Addition.

Applicant: Aldi Inc.

Meeting Date: April 17, 2018

General Information:

Address: 2351 Vintage Drive
Current Zoning: M-1 – Light Industrial District; C-3 – Service Business District
Current Land Use: Vacant

Surrounding Zoning & Land Use: North – C-3; professional offices
East – M-1; medical clinic
South – US Highway 69
West – C-3; retail/service

Background:

The eastern half of this tract was formally platted as a new lot through the administrative lot split procedure prior to the closing on the sale to Aldi Inc. This combined preliminary and final plat will combine that new lot with the balance of the Vintage Plaza property acquired to the west to form one new lot.

Staff Review:

The purpose of this subdivision application is to combine two tracts into one lot to accommodate development of a new Aldi grocery store. The one lot will have frontage on US 69 Highway, McCleary Road and Vintage Drive. Public water and sanitary sewer are located to the site. Public stormwater systems are in place along the adjacent public streets.

Staff Analysis:

Public Infrastructure: The site is served by existing public utilities and streets with adequate capacity for commercial development. Stormwater management can be adequately addressed through on-site detention similar to the adjacent commercial development sites in the area.

Access to the lot can be provided along Vintage Drive in accordance with the city's design standards for location and spacing. Access to McCleary Drive can be allowed provided the drive approach is a right-in/right-out only design (similar to the access drive to the medical facility across the street to the east). Sidewalks will be required along lot frontage of both Vintage Drive and McCleary Drive upon site development.

Staff Recommendation/Action Requested:

City staff finds both the preliminary and final plats are consistent with the Excelsior Springs Comprehensive Plan, Zoning Regulations and Subdivision Regulations.

Staff recommends approval of the application.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Preliminary Plat Aldi Addition
Exhibit B – Final Plat Aldi Addition



City Council Meetings

Council Meeting 5/7/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of a Preliminary and Final Plat by Aldi, Inc. - Ordinance No. 18-05-03

Mayor and City Council,

For your consideration is a Preliminary and Final Plat for the southwest quadrant of McCleary Road and US Highway 69. The Planning and Zoning Commission heard this request at their April 17 Planning and Zoning Meeting. The applicant, Aldi Inc., is requesting approval of the preliminary plat and final plat for the development of this parcel as one parcel which would be used for a new Aldi store.

Attached for your review is the staff report and excerpts from the Planning and Zoning Meeting.

Staff is available to answer any questions you may have about this project.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/4/2018
Preliminary & Final Plat - Aldi Inc.	Exhibit	5/4/2018
PZ Staff Report Aldi PP-FP 18-002	Cover Memo	5/3/2018

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND APPROVING THE PRELIMINARY AND FINAL PLAT OF ALDI INC.

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for approval of a preliminary and final plat submitted by the Aldi Inc. (the “Applicant”) for a tract of land legally described in Exhibit A attached hereto (the “Property”), generally located at 2351 Vintage Drive, Excelsior Springs, Missouri, to be developed as a grocery store; and

WHEREAS, the Commission held a public hearing on the application and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the plat and the recommendation of the Commission at its regular meeting of May 7, 2018, and determined adoption and approval to be in the City’s best interests and to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of the preliminary and final plats to the City of Excelsior Springs, Missouri, in the form attached hereto as Exhibit A, is hereby approved, recording thereof to take place only upon full compliance with the requirements of the Municipal Code.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Brad Eales, Mayor

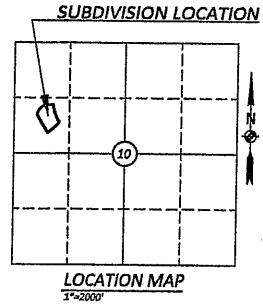
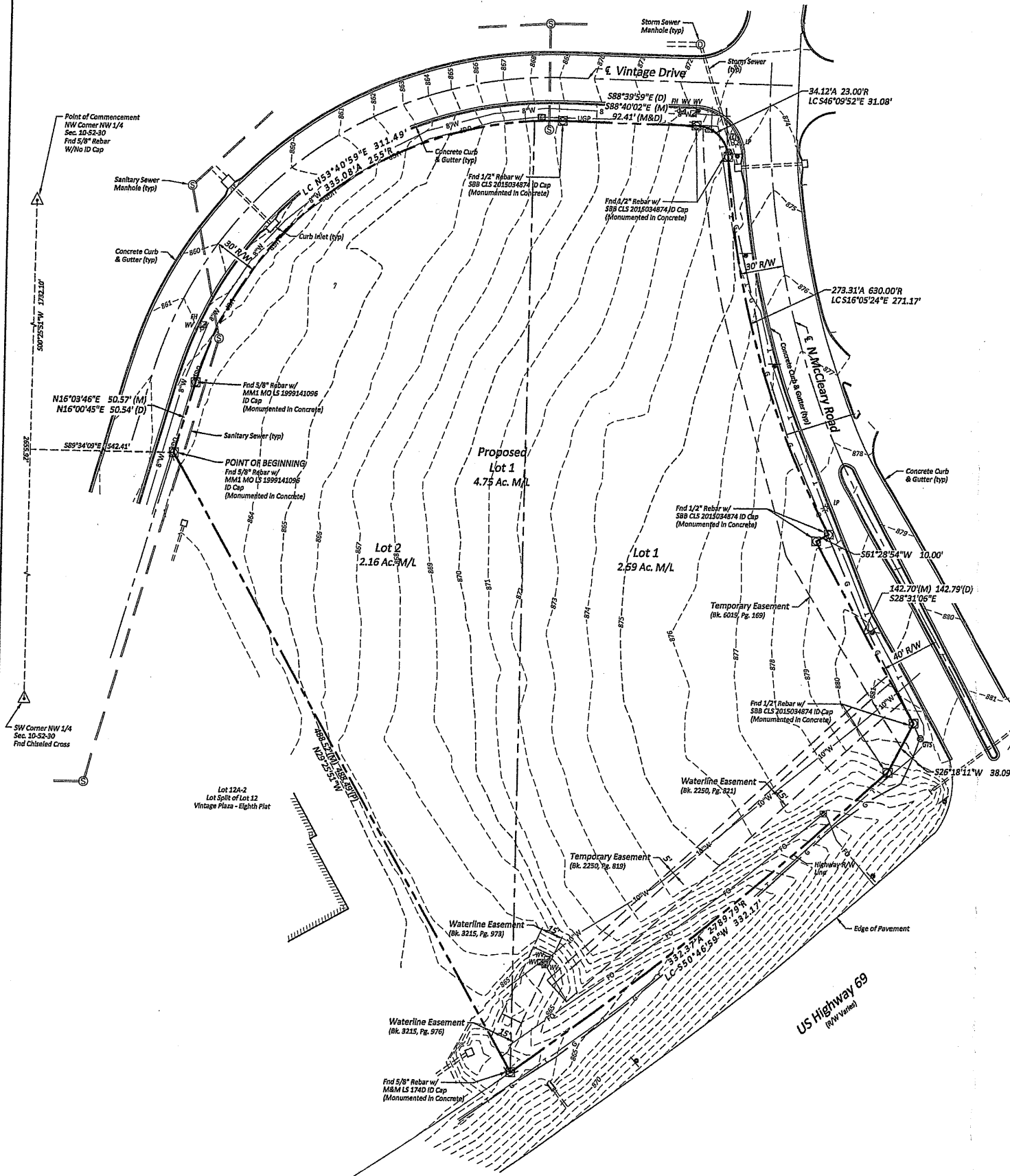
ATTEST:

Shannon Stroud, City Clerk

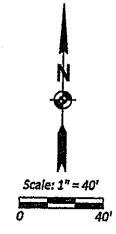
REVIEWED BY:

Molly McGovern, City Manager

PRELIMINARY PLAT ALDI ADDITION
A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 52 NORTH, RANGE 30
WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.



- LEGEND**
- Found Corner as noted (Monumented In Concrete)
 - Found Corner as noted
 - (D) Described
 - (P) Plat
 - (M) Measured
 - R/W Right-of-Way
 - B.S.L. Building Setback Line



LEGAL DESCRIPTION:
A tract of land in the Northwest Quarter of Section 10, Township 52 North, Range 30 West of the Fifth Principal Meridian, in the City of Excelsior Springs, Clay County, Missouri being more particularly described as follows:
Commence at the Northwest corner of said Northwest Quarter; thence on an assumed bearing of South 00 degrees 25 minutes 51 seconds West, 1732.10 feet along the West line of said Northwest Quarter; thence South 89 degrees 34 minutes 09 seconds East, 542.41 feet to the Northernmost corner of Lot 12A-2, Lot Split of Lot 12, Vintage Plaza - Eighth Plat, according to the recorded plat thereof; and the POINT OF BEGINNING; thence North 16 degrees 00 minutes 45 seconds East, 50.54 feet along the Southerly right of way line of Vintage Drive, as recorded in Book 6840, page 97; thence continue along said right of way line, Northeastly, 335.08 feet along a curve to the right having a radius of 255.00 feet, with a chord which bears North 53 degrees 40 minutes 59 seconds East, 311.49 feet; thence South 88 degrees 39 minutes 59 seconds East, 92.41 feet along said South right of way line; thence continue along said South right of way line, Southeastly, 34.12 feet along a curve to the right having a radius of 23.00 feet, with a chord which bears South 46 degrees 09 minutes 52 seconds East, 31.08 feet to the Westerly right of way line of McCleary Road, as recorded in Book 6015, page 168; thence along said Westerly right of way line, Southerly, 273.31 feet along a curve to the left having a radius of 630.00 feet, with a chord which bears South 16 degrees 05 minutes 24 seconds East, 271.17 feet; thence South 61 degrees 28 minutes 54 seconds West, 10.00 feet along said Westerly right of way line; thence South 28 degrees 31 minutes 06 seconds East, 142.79 feet along said Westerly right of way line to the Northerly right of way line of U.S. Highway No. 69; thence South 26 degrees 18 minutes 11 seconds West, 38.09 feet along said Northerly right of way line; thence continue along said Northerly right of way line, Southwestly, 32.37 feet along a curve to the right having a radius of 2789.79 feet, with a chord which bears South 50 degrees 46 minutes 59 seconds West, 332.17 feet to the Southeast corner of said Lot 12A-2, Lot Split of Lot 12, Vintage Plaza - Eighth Plat; thence North 29 degrees 25 minutes 51 seconds West, 448.52 feet along the East line of said Lot 12 to the POINT OF BEGINNING.
The above described tract contains 4.75 acres, more or less.

DEDICATION: The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat which subdivision shall be known as "ALDI ADDITION".

EASEMENTS: An easement or license is hereby granted to the City of Excelsior Springs, Missouri, to locate, construct and maintain, and to authorize the location, construction, maintenance or use of conduits, for all and any purpose, water, gas and sewer mains, poles, wires, anchors and appurtenances thereto, or any or all of them, upon, under and along the strips of land outlined and designated on this plat as "Utility Easements" or "U.E.".

BUILDING LINES: Building lines or setback lines are hereby established as shown on the accompanying plat and no buildings or portion thereof shall be built between this line and the street line.

STREETS: The public ways (streets and roads) not heretofore dedicated, are hereby dedicated to the public. Street Right-of-Ways shown on this plat and not heretofore dedicated, are hereby dedicated to public use.

- SURVEYORS NOTES:**
- Property information referencing this survey was taken for the Title Report, issued by Chicago Title Insurance Company, File No. L20174161A, Effective date March 5, 2018 at 8:00 a.m.
 - Bearings system is based on the Final Plat of "Vintage Plaza - Eighth Plat", as recorded in the Office of the Recorder of Deeds, Clay County, Missouri.

- GENERAL NOTES:**
- Property owners shall be admonished from placing any permanent or semi-permanent obstruction in permanent sewer, drainage or utility easements. This includes, but is not limited to, trees, shrubs, fences, retaining walls, buildings or other miscellaneous obstructions that interfere with access or egress of maintenance vehicles or equipment for the operation and maintenance of the utilities or pipe lines located in the easement. Any permanent or semi-permanent obstruction located in the permanent sewer or utility easement may be removed by personnel representing the governing body, to provide for the proper operation and maintenance of that utility line, without cost or obligation for replacement, cost of removal, and/or replacement shall be the responsibility of the property owner.
 - According to the Flood Insurance Rate Map "FIRM" Community Panel No. 2504700159E, effective date of August 3, 2015, subject tract is in Zone X, area of minimal flood hazard.

This plat and survey of ALDI ADDITION was executed by Schmidt, Beck & Boyd Engineering, LLC, 1415 SW Topeka Boulevard, Topeka, Kansas 66612.

CERTIFICATE OF SURVEYOR:
I hereby certify that the Plat of ALDI ADDITION subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for a property boundary survey as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects.

RICHARD T. SCHMIDT, P.S. 2628
SCHMIDT, BECK & BOYD ENGINEERING, LLC
1415 SW TOPEKA BLVD.
TOPEKA, KS 66612
rick.schmidt@sbbeng.com
Corporate LS-2015034874



IN TESTIMONY WHEREOF, the owner, Aldi, Inc. (Kansas), a Kansas corporation, has caused these presents to be signed this ____ day of ____, 2018.

G. Mark Bersted
Divisional Vice President

STATE OF _____
COUNTY OF _____, SS:

Be it remembered that on this ____ day of ____, 2018, before me, the undersigned, a notary public in and for the County and State aforesaid came G. Mark Bersted, Divisional Vice President of Aldi, Inc. (Kansas), a Kansas corporation, who is personally known to me to be the same persons who executed, the within instrument of writing.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my notarial seal the day and year last written above.

Notary Public _____ My Commission Expires: _____

SBB

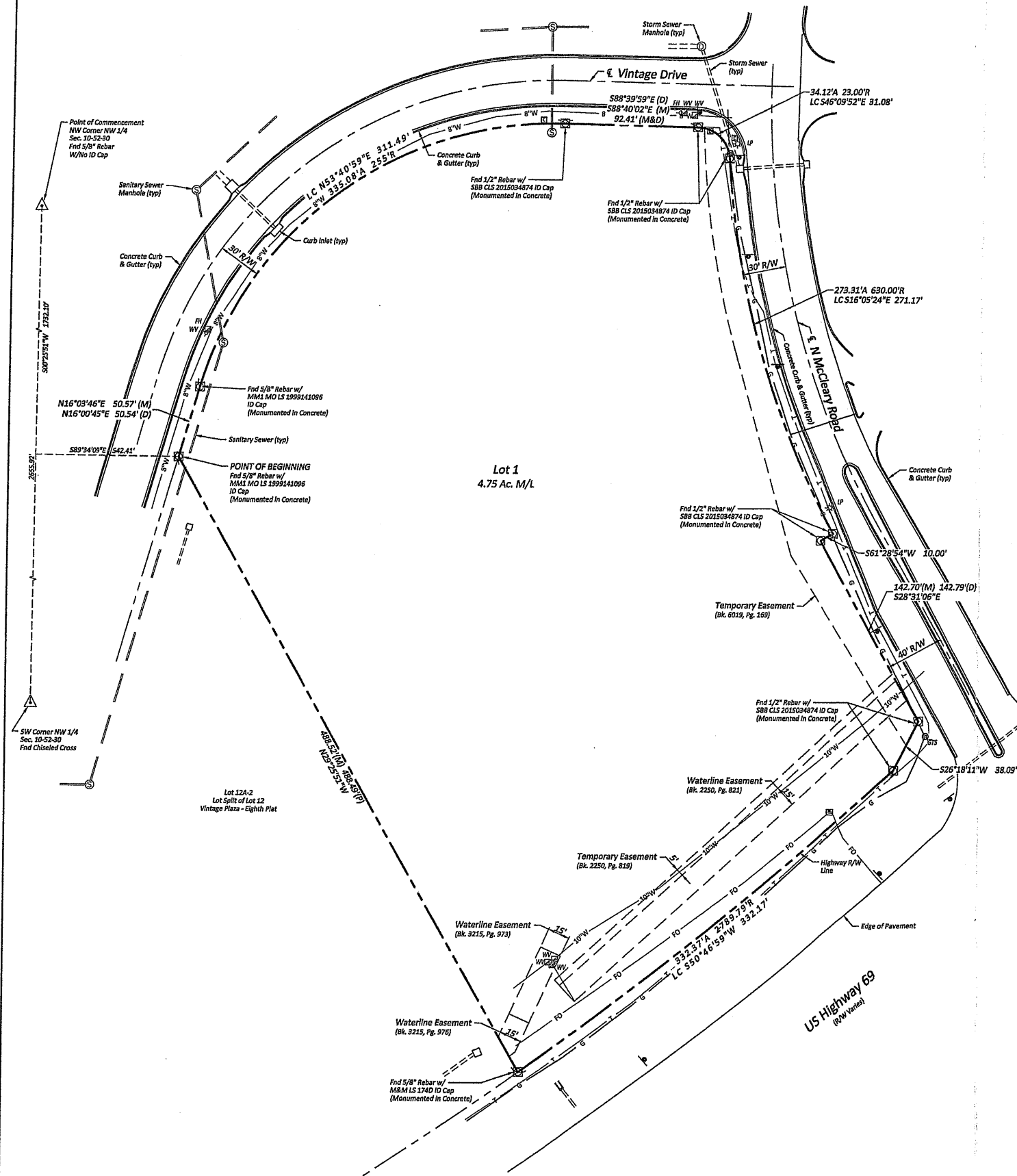
Schmidt, Beck & Boyd
Engineering, LLC

1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

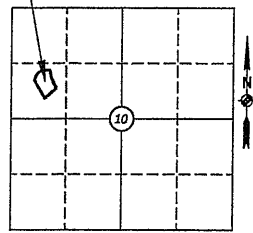
SBB Proj. No.: 17-299
Drawn by: JEM
Checked by: RS
Date: 3/19/2018
Scale: 1" = 40'
Drawing No.:
Sh. 1 of 1

FINAL PLAT ALDI ADDITION

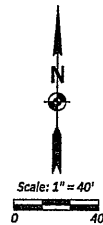
A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 52 NORTH, RANGE 30
WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF EXCELSIOR SPRINGS, CLAY COUNTY, MISSOURI.



SUBDIVISION LOCATION



- LEGEND**
- Found Corner as noted (Monumented In Concrete)
 - Found Corner as noted
 - (D) Described
 - (P) Plat
 - (M) Measured
 - R/W Right-of-Way
 - B.S.L. Building Setback Line



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BUILDING LINES: Building lines or setback lines are hereby established as shown on the accompanying plat and no buildings or portion thereof shall be built between this line and the street line.

STREETS: The public ways (streets and roads) not heretofore dedicated, are hereby dedicated to the public. Street Right-of-Ways shown on this plat and not heretofore dedicated, are hereby dedicated to public use.

SURVEYORS NOTES:

- Property information referencing this survey was taken for the Title Report, issued by Chicago Title Insurance Company, File No. L20174161A, Effective date March 5, 2018 at 8:00 a.m.
- Bearings system is based on the Final Plat of "Vintage Plaza - Eighth Plat", as recorded in the Office of the Recorder of Deeds, Clay County, Missouri.

GENERAL NOTES:

- Property owners shall be admonished from placing any permanent or semi-permanent obstruction in permanent sewer, drainage or utility easements. This includes, but is not limited to, trees, shrubs, fences, retaining walls, buildings or other miscellaneous obstructions that interfere with access or egress of maintenance vehicles or equipment for the operation and maintenance of the utilities or pipe lines located in the easement. Any permanent or semi-permanent obstruction located in the permanent sewer or utility easement may be removed by personnel representing the governing body, to provide for the proper operation and maintenance of that utility line, without cost or obligation for replacement, cost of removal, and/or replacement shall be the responsibility of the property owner.
- According to the Flood Insurance Rate Map "FIRM" Community Panel No. 2904700159E, effective date of August 3, 2015, subject tract is in Zone X, area of minimal flood hazard.

CITY COUNCIL:

This plat has been reviewed and approved by the Excelsior Springs City Council this _____ day of _____, 2018.

Brad Eales
Mayor

RECORDER:

Entered on transfer record this _____ day of _____, 2018.

Katee Porter
Recorder of Deeds

CERTIFICATE OF SURVEYOR:

I hereby certify that the Plat of ALDI ADDITION subdivision is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for a property boundary survey as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects.

RICHARD T. SCHMIDT, P.S. 2628
SCHMIDT, BECK & BOYD ENGINEERING, LLC
1415 SW TOPEKA BLVD.
TOPEKA, KS 66612
rick.schmidt@sbbeng.com
Corporate LS-2015034874



IN TESTIMONY WHEREOF, the owner, Aldi, Inc. (Kansas), a Kansas corporation, has caused these presents to be signed this _____ day of _____, 2018.

G. Mark Bersted
Divisional Vice President

STATE OF _____
COUNTY OF _____, SS:

Be it remembered that on this _____ day of _____, 2018, before me, the undersigned, a notary public in and for the County and State aforesaid came G. Mark Bersted, Divisional Vice President of Aldi, Inc. (Kansas), a Kansas corporation, who is personally known to me to be the same persons who executed, the within instrument of writing.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my notarial seal the day and year last written above.

Notary Public My Commission Expires: _____



Schmidt, Beck & Boyd
Engineering, LLC

1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

SBB Proj. No.:	17-299
Drawn by:	JEM
Checked by:	RS
Date:	3/19/2018
Scale:	1" = 40'
Drawing No.:	Sh. 1 of 1

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



April 17, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. PP/FP-18-002 – An application by Aldi Inc. for combined Preliminary Plat and Final Plat approval for Aldi Addition.

Applicant: Aldi Inc.

Meeting Date: April 17, 2018

General Information:

Address: 2351 Vintage Drive
Current Zoning: M-1 – Light Industrial District; C-3 – Service Business District
Current Land Use: Vacant

Surrounding Zoning & Land Use: North – C-3; professional offices
East – M-1; medical clinic
South – US Highway 69
West – C-3; retail/service

Background:

The eastern half of this tract was formally platted as a new lot through the administrative lot split procedure prior to the closing on the sale to Aldi Inc. This combined preliminary and final plat will combine that new lot with the balance of the Vintage Plaza property acquired to the west to form one new lot.

Staff Review:

The purpose of this subdivision application is to combine two tracts into one lot to accommodate development of a new Aldi grocery store. The one lot will have frontage on US 69 Highway, McCleary Road and Vintage Drive. Public water and sanitary sewer are located to the site. Public stormwater systems are in place along the adjacent public streets.

Staff Analysis:

Public Infrastructure: The site is served by existing public utilities and streets with adequate capacity for commercial development. Stormwater management can be adequately addressed through on-site detention similar to the adjacent commercial development sites in the area.

Access to the lot can be provided along Vintage Drive in accordance with the city's design standards for location and spacing. Access to McCleary Drive can be allowed provided the drive approach is a right-in/right-out only design (similar to the access drive to the medical facility across the street to the east). Sidewalks will be required along lot frontage of both Vintage Drive and McCleary Drive upon site development.

Staff Recommendation/Action Requested:

City staff finds both the preliminary and final plats are consistent with the Excelsior Springs Comprehensive Plan, Zoning Regulations and Subdivision Regulations.

Staff recommends approval of the application.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Preliminary Plat Aldi Addition
Exhibit B – Final Plat Aldi Addition



City Council Meetings
Council Meeting 5/7/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of Final Plat of Golf Hill Estates - Ordinance No. 18-05-04

Mayor and Council

For your consideration we bring you the Final Plat of Golf Hill Estate, a housing subdivision located on the Golf Hill Grounds commonly known as the Excelsior Springs Golf Course.

The Planning and Zoning Commission heard this issue at the April 17 Planning and Zoning Meeting. Staff is providing the staff report for the meeting along with minute excerpts from the meeting.

Please let me know if you have any questions for me.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/4/2018
Golf Hill Estate Final Plat	Cover Memo	5/3/2018
PZ Staff Report Golf Hill Estate Final Plat	Cover Memo	5/3/2018

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND APPROVING THE FINAL PLAT OF GOLF HILL ESTATES

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for approval of a final plat submitted by the City of Excelsior Springs, Missouri (the “Applicant”) for a tract of land legally described in Exhibit A attached hereto (the “Property”), generally located south of East Golf Hill Drive, Excelsior Springs, Missouri, to be developed as a residential subdivision; and

WHEREAS, the Commission held a public hearing on the application and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

WHEREAS, the City Council of the City of Excelsior Springs, Missouri considered and reviewed the plat and the recommendation of the Commission at its regular meeting of May 7, 2018, and determined adoption and approval to be in the City’s best interests and to promote the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of the final plat to the City of Excelsior Springs, Missouri, in the form attached hereto as Exhibit A, is hereby approved, recording thereof to take place only upon full compliance with the requirements of the Municipal Code.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Brad Eales, Mayor

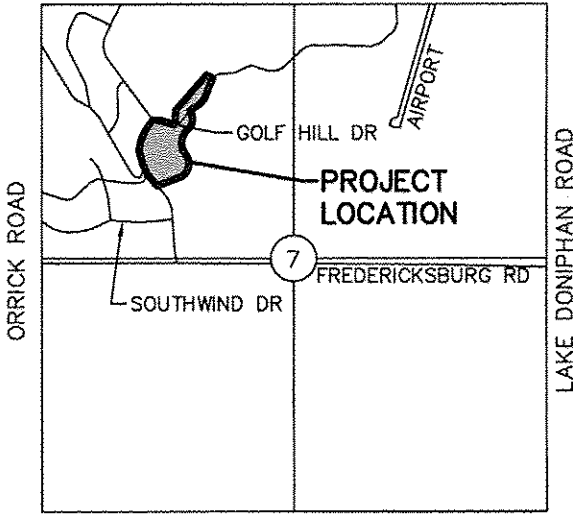
ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

GOLF HILL ESTATES
A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 52 NORTH, RANGE 29
WEST, EXCELSIOR SPRINGS, RAY COUNTY, MISSOURI,



VICINITY MAP
SEC 7-- TWP 52N -- RNG 29W
NOT TO SCALE

PROPERTY OWNER/ADDRESS

THE CITY OF EXCELSIOR SPRINGS
201 EAST BROADWAY
EXCELSIOR SPRINGS, MISSOURI 64024

DESCRIPTION: (PER TITLE COMMITMENT)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 52 NORTH, RANGE 29 WEST, LOCATED IN EXCELSIOR SPRINGS, RAY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED BY KENNETH J. DEDRICK ON THIS 15TH DAY OF NOVEMBER, 2017, AS FOLLOWS:

COMMENCING AT A 2" ALUMINUM CAP, BEING THE CENTER OF SAID SECTION 7; THENCE SOUTH 89°54'30" WEST, (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON MISSOURI STATE PLANE, WEST ZONE), ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1450.30 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 00°27'30" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 940.03 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 52°39'46" WEST, A DISTANCE OF 10.90 FEET; THENCE SOUTH 53°51'48" WEST, A DISTANCE OF 230.40 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF EAST GOLF HILL DRIVE, AS NOW ESTABLISHED; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING FIFTEEN (15) COURSES; THENCE NORTH 40°53'02" WEST, A DISTANCE OF 23.79 FEET; THENCE ALONG A CURVE TO THE LEFT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 89.72 FEET AND AN ARC LENGTH OF 30.09 FEET; THENCE NORTH 40°53'02" WEST, A DISTANCE OF 51.40 FEET; THENCE ALONG A CURVE TO THE RIGHT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 425.00 FEET AND AN ARC LENGTH OF 72.26 FEET; THENCE NORTH 31°08'33" WEST, A DISTANCE OF 85.95 FEET; THENCE ALONG A CURVE TO THE RIGHT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 475.00 FEET AND AN ARC LENGTH OF 151.17 FEET; THENCE NORTH 12°54'30" WEST, A DISTANCE OF 42.32 FEET; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 194.85 FEET AND AN ARC LENGTH 209.71 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 48°45'30" EAST, A RADIUS OF 202.36 FEET AND AN ARC LENGTH OF 88.30 FEET; THENCE NORTH 23°45'30" EAST, A DISTANCE OF 31.80 FEET; THENCE ALONG A CURVE TO THE RIGHT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 129.11 FEET AND AN ARC LENGTH OF 202.29 FEET; THENCE SOUTH 23°37'01" WEST, A DISTANCE OF 10.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, WITH AN INITIAL TANGENT BEARING OF SOUTH 66°28'37" EAST, A RADIUS OF 119.11 FEET AND AN ARC LENGTH OF 11.68 FEET; THENCE SOUTH 60°51'30" EAST, A DISTANCE OF 52.90 FEET; THENCE ALONG A CURVE TO THE LEFT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 123.90 FEET AND AN ARC LENGTH OF 78.49 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 00°27'30" EAST, ALONG LAST DESCRIBED WEST LINE, A DISTANCE OF 152.03 FEET; THENCE NORTH 38°35'44" EAST, A DISTANCE OF 77.92 FEET; THENCE NORTH 47°34'36" EAST, A DISTANCE OF 137.97 FEET; THENCE NORTH 40°48'23" EAST, A DISTANCE OF 77.26 FEET; THENCE NORTH 14°08'05" EAST, A DISTANCE OF 148.84; THENCE SOUTH 64°28'46" EAST, A DISTANCE OF 123.56 FEET, TO A POINT ON SAID WEST LINE RIGHT OF WAY LINE; THENCE ALONG A CURVE TO THE RIGHT, WITH AN INITIAL TANGENT BEARING OF NORTH 25°31'14" EAST, A RADIUS OF 202.17 FEET, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 110.13 FEET; THENCE SOUTH 33°16'11" EAST, A DISTANCE OF 60.00 FEET, TO THE EAST RIGHT OF WAY LINE OF SAID EAST GOLF HILL DRIVE; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; THENCE ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF SOUTH 56°43'49" WEST, A RADIUS OF 142.17 FEET AND AN ARC LENGTH OF 102.31 FEET; THENCE SOUTH 15°30'07" WEST, A DISTANCE OF 94.70 FEET; THENCE ALONG A CURVE TO THE RIGHT, TANGENT WITH THE LAST DESCRIBED COURSE, WITH A RADIUS OF 293.80 FEET AND AN ARC LENGTH OF 220.27 FEET; THENCE SOUTH 32°48'32" EAST, A DISTANCE OF 102.85 FEET; THENCE SOUTH 07°48'17" EAST, A DISTANCE OF 91.04 FEET; THENCE SOUTH 18°32'28" WEST, A DISTANCE OF 95.83 FEET; THENCE SOUTH 38°15'42" WEST, A DISTANCE OF 70.70 FEET; THENCE SOUTH 39°45'39" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 28°17'28" WEST, A DISTANCE OF 37.46 FEET; THENCE SOUTH 10°21'20" WEST, A DISTANCE OF 88.26 FEET; THENCE SOUTH 23°09'11" WEST, A DISTANCE OF 83.44 FEET; THENCE SOUTH 39°47'18" WEST, A DISTANCE OF 81.72 FEET; THENCE SOUTH 52°39'46" WEST, A DISTANCE OF 59.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 456,180 SQUARE FEET OR 10.472 ACRES, MORE OR LESS.

FLOOD STATEMENT:

SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN ZONE "X" OTHER FLOOD AREAS (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD)AS DEPICTED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 29047C0179C, MAP REVISED AUGUST 3, 2015, CITY OF EXCELSIOR SPRINGS, RAY COUNTY, MISSOURI.
LOCATION DETERMINED BY A SCALED GRAPHICAL PLOT OF THE FLOOD INSURANCE RATE MAP.

REFERENCE DEEDS:

1. BENEFICIARY DEED PAGES 53 AND 54, PRIOR INSTRUMENT REFERENCE BOOK 474, PAGE 120 DOCUMENT #110915
2. CORPORATION WARRANTY DEED (BOOK 259, PAGE 211)
3. CORPORATION WARRANTY DEED (BOOK 281, PAGE 406)
4. WARRANTY DEED (BOOK 309, PAGE 353)
5. WARRANTY DEED (BOOK 340, PAGE 47)
6. GENERAL WARRANTY DEED (BOOK 419, PAGE 155)
7. WARRANTY DEED (BOOK 460, PAGE 120)
8. QUIT CLAIM DEED (BOOK 790, PAGE 5)
9. CORPORATION WARRANTY DEED (PAGES 217--220)

REFERENCE PLATS:

1. GOLF HILLS 1ST PLAT (LOT 1 & 2) NO BOOK OR PAGE GIVEN
2. GOLF HILLS SUBDIVISION 1, (BOOK 2, PAGE 97)
3. GOLF HILLS 2ND SUBDIVISION (BOOK 4, PAGE 9--10)
4. GOLF HILLS 3RD SUBDIVISION (BOOK 4, PAGE 64)
5. GOLF HILL DRIVE RELOCATION (SLIDE #599)

NOTES:

1. PORTIONS OF THE RIGHT OF WAY WERE PREVIOUSLY DEDICATED BY GOLF HILL 2ND SUBDIVISION, PREPARED BY HARVEY G. EVANS OF EVANS, INC. NO BOOK AND PAGE PROVIDED.
2. ERROR OF CLOSURE AND POSITIONAL ACCURACY 1 PART IN: 3,736,000

DEDICATION:

THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS: **GOLF HILL ESTATES**.

A SIDEWALK EASEMENT TO ENTER UPON LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "SIDEWALK EASEMENT" OR "SW/E", IS HEREBY GRANTED TO THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

A SANITARY SEWER EASEMENT TO ENTER UPON LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "SANITARY SEWER EASEMENT" OR "SS/E", IS HEREBY GRANTED TO THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

A UTILITY EASEMENT TO ENTER UPON LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E", IS HEREBY GRANTED TO THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

A LANDSCAPE EASEMENT TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF LANDSCAPING OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "LANDSCAPE EASEMENT" OR "L/E", IS HEREBY GRANTED TO THE GOLF HILL ESTATES HOMES ASSOCIATION.

TRACT "A" IS HEREBY DEDICATED TO THE GOLF HILL ESTATES HOMES ASSOCIATION.

HORIZONTAL AND VERTICAL DATUM:

THE COORDINATES SHOWN HEREON ARE GROUND COORDINATES BASED ON THE MISSOURI STATE PLANE WEST ZONE (NAD 83) (NAD 88)
CAF: 0.9999091
1 METER = 3.28083333 U.S. SURVEY FEET
GROUND COORDINATES X COMBINED ADJUSTMENT FACTOR (CAF) = GRID COORDINATES
SCALED AROUND 0.0

NGS CL--43A (PID--DK7495)
NORTHING: 1155927.5923 (GROUND)
EASTING: 2872324.4673 (GROUND)
ELEV = 882.05

AREA TABLE

LOTS 1 -- 29 = 308,175 SQUARE FEET/7.075 ACRES
TRACT "A" = 14,171 SQUARE FEET/0.325 ACRES
RIGHT OF WAY (DEDICATED BY PLAT) = 133,834 SQUARE FEET/3.072 ACRES
TOTAL = 456,180 SQUARE FEET/10.472 ACRES

IN TESTIMONY WHEREOF, _____ OF (INSERT NAME HERE), HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS ____ DAY OF _____, 2018.

(TITLE)
(NAME)

ACKNOWLEDGMENT:

STATE OF)
COUNTY OF)

BE IT REMEMBERED,

STATE OF)
) SS.

COUNTY OF)
BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 2018 BEFORE ME, A NOTARY PUBLIC, IN SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

COUNCIL

THE APPROVAL OF THE EXCELSIOR SPRINGS CITY COUNCIL IN THE FOLLOWING FORM:
REVIEWED AND APPROVED BY THE EXCELSIOR SPRINGS CITY COUNCIL THIS ____ DAY OF _____, 2018.

MAYOR CITY CLERK
(INSERT NAME) (INSERT NAME)

RECORDER

CERTIFICATE FOR THE RECORDER IN THE FOLLOWING FORM:

ENTERED ON SURVEY RECORD THIS ____ DAY OF _____, 2018.

SURVEYOR'S CERTIFICATION:

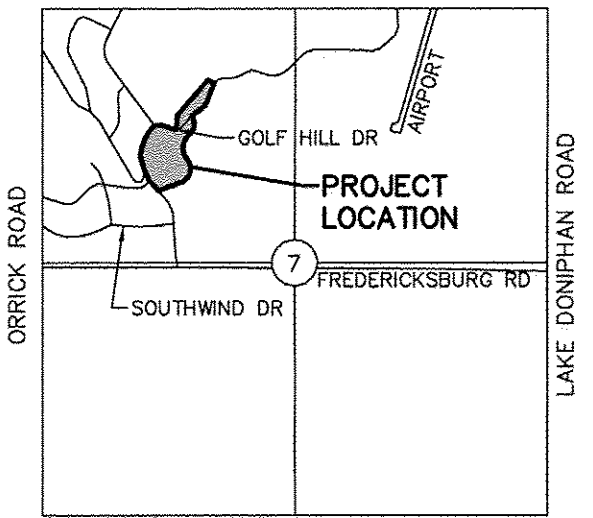
I, KENNETH J. DEDRICK, BEING A DULY REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF MISSOURI, HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR ORIGINAL SURVEYS, AND MEETS OR EXCEEDS THE ACCURACY STANDARDS FOR A SUBURBAN SURVEY. THAT THE LINES OF POSSESSION ARE DEPICTED HEREON, THE COURSES AND DISTANCES SHOWN HEREON ARE THOSE MEASURED ON THE DATE OF THE SURVEY AND THAT THE SURVEY WAS COMPLETED IN THE FIELD AND ON THE GROUND AND MAY BE RELIED UPON BY THE PARTIES CERTIFIED AS TO BEING CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE. THIS SURVEY MEETS OR EXCEEDS MISSOURI MAPPING STANDARDS FOR CLASS 1 SURVEYS.
THE FIELD WORK WAS COMPLETED ON JULY 17, 2017.
DATE OF PLAT OR MAP: FEBRUARY 22, 2018



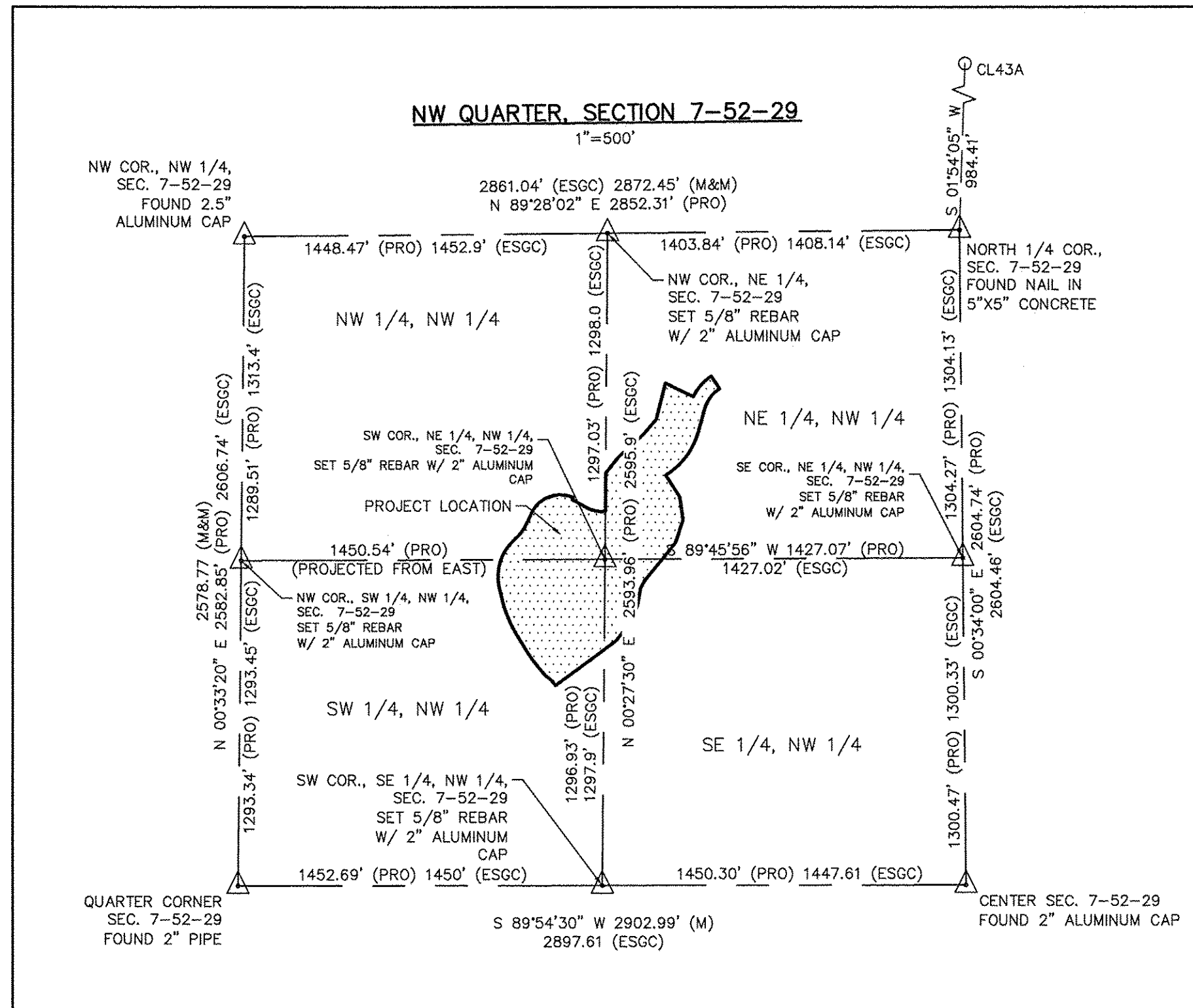
KENNETH J. DEDRICK
MISSOURI PS NO. 2571
dedrick@kveng.com

	14700 WEST 114TH TERRACE LENEXA, KANSAS 66215 PH. (913) 894-5150 FAX (913) 894-5977 lx@kveng.com www.kveng.com	PROJECT NO. C17-9486
	KAW VALLEY ENGINEERING	DRAWN BY EDV
		CHECKED BY
		CFN 9486FPLAT SHEET 1 OF 2
PREPARED FOR: LAMP RYNEARSON & ASSOCIATES 9001 STATE LINE ROAD KANSAS CITY, MISSOURI 64114	KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 000214. EXPIRES 12/31/19	

GOLF HILL ESTATES
A PORTION OF THE NORTHWEST QUARTER OF
SECTION 7, TOWNSHIP 52 NORTH, RANGE 29 WEST,
EXCELSIOR SPRINGS, RAY COUNTY, MISSOURI




VICINITY MAP
SEC 7- TWP 52N - RNG 29W
NOT TO SCALE

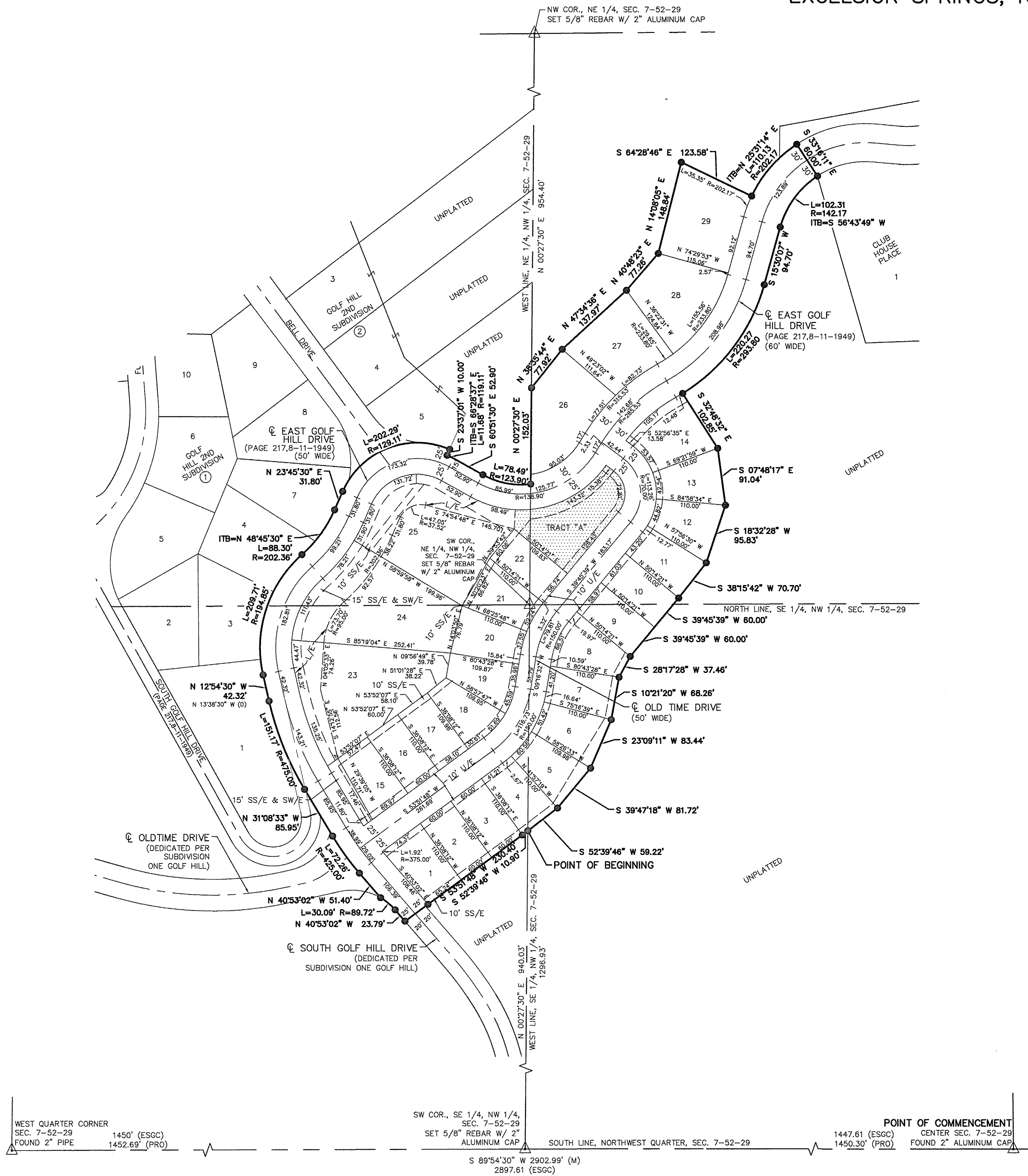


- LEGEND:**
- 1/2"x24" REBAR
W/LS 214F CAP SET
(UNLESS NOTED OTHERWISE)
 - (PRO) PRO RATED VALUE
 - (ESGC) EXCELSIOR SPRINGS GOLF CLUB
(PLAT BOOK 02, PAGE 97)
 - (M&M) M&M LAND SURVEYING SERVICE, INC.
 - U/E UTILITY EASEMENT
 - SW/E SIDEWALK EASEMENT
 - SS/E SANITARY SEWER EASEMENT

PRELIMINARY

KENNETH J. DEDRICK
MISSOURI P.S. NO. 2571
dedrick@kveng.com

 KAW VALLEY ENGINEERING	14700 WEST 114TH TERRACE LENEXA, KANSAS 66215 PH. (913) 894-5150 FAX (913) 894-5977 lx@kveng.com www.kveng.com	PROJECT NO. C17-9486
		DRAWN BY EDV
		CHECKED BY
		CFN 9486FPLAT
		SHEET 2 OF 2
PREPARED FOR: LAMP RYNEARSON & ASSOCIATES 9001 STATE LINE ROAD KANSAS CITY, MISSOURI 64114		KAW VALLEY ENGINEERING, INC., IS AUTHORIZED TO OFFER SURVEYING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 000214. EXPIRES 12/31/19



Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



March 13, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. FP-18-001 - An application by the City of Excelsior Springs for Final Plat approval for the Golf Hill Estates Final Plat

Applicant: City of Excelsior Springs

Meeting Date: March 20, 2018

General Information:

Address: Along Golf Hill Drive adjacent to the Excelsior Springs Golf Course
Current Zoning: RP-1 – Planned Single-Family Residential District
Current Land Use: vacant

Surrounding Zoning & Land Use: North – A; vacant
East – A; golf course
South – R-1; single-family
West – R-1, single-family

Background: On February 5, 2018, the City approved a rezoning and preliminary development plan for a 29 lot residential subdivision on city-owned property along East Golf Hill Drive adjacent to the Excelsior Springs Golf Course (along the current Hole #1 fairway). The subdivision will consist of three larger lots fronting along East Golf Hill Drive across the street from the existing Golf Hill 2nd Subdivision with an additional four larger lots on the north side of East Golf Hill Drive on the wooded slopes east of Bell Drive. An additional 22 smaller lots will be created in the interior of the development accessed by a new local street with 14 of those lots backing up to the existing golf course. These lots will have minimized yard setback requirements and will accommodate a more modern smaller housing style.

Staff Analysis:

The final plat application conforms substantially to the approved preliminary development plan and satisfies the technical requirements and design criteria of the Subdivision Regulations.

The public works plans for streets, utilities and stormwater management have been approved by the Public Works Department.

Home Owner's Association bylaws are being finalized and will be recorded along with the final plat. These bylaws address ownership and maintenance requirements for shared site improvements as well as certain home design criteria.

Staff Recommendation: Staff finds the final plat is consistent with the City's Comprehensive Plan and Subdivision Regulations and conforms substantially to the approved preliminary development plan.

Staff recommends approval of the application.

Respectfully Submitted,

Doug Hermes
Planning Consultant

Attachments: Exhibit A – Preliminary Development Plan
Exhibit B – Final Plat



City Council Meetings
Council Meeting 5/7/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of Special Use Permit 1261 St. Louis Ave - Ordinance No. 18-05-05

Mayor and Council,

As we began reviewing Special Use Permits, we realized that there were a number of special use permits that had fallen out of compliance because the applicant was not brought back before the Planning and Zoning Department and City Council. This issue is a Community Development issue and we have been working to resolve all of the out of date Special Use Permits that are still in business.

For your consideration this evening, we present a Special Use Permit for the property at 1261 St. Louis Avenue.

The Planning and Zoning Department heard this application on April 17. Planning and Zoning recommends approval of this application. Attached you will find the staff report and minute excerpts from the April 17 meeting.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 1261 St. Louis Ave.	Cover Memo	5/3/2018
Special Use Permit 1261 St. Louis Ave	Cover Memo	5/3/2018

ORDINANCE NO. _____

**AN ORDINANCE BY THE CITY COUNCIL, CITY OF EXCELSIOR SPRINGS,
COUNTY OF CLAY, STATE OF MISSOURI, AUTHORIZING A SPECIAL USE
PERMIT FOR OPERATION OF A BED AND BREAKFAST IN AN
AGRICULTURAL DISTRICT.**

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) has conducted a public hearing on a Special Use Permit application in accordance with Section 404.100 of the Code of Ordinances of the City of Excelsior Springs, Missouri, for the purposes of taking testimony orally or in writing; and

WHEREAS, the Commission held a public hearing on the application renewal on April 17, 2018, and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

WHEREAS, based on the evidence of record that there is no apparent conflict with the interest of public welfare where convenience, health, safety, or impact on property value are concerned.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for approval of a special use permit for a country inn bed and breakfast located at 1261 South St. Louis Avenue in an A–Agricultural District is hereby approved.

Section 2. The Applicant shall comply with all provisions of the Municipal Code and Missouri state law applicable to the requirements for a Bed and Breakfast operation.

Section 3. The Mayor, City Manager, City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day of _____, 2018.

ATTEST:

Shannon Stroud, City Clerk

Bradley T. Eales, Mayor

REVIEWED BY:

Molly McGovern, City Manager

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



April 17, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. SUP-18-004 – An application by Beverly Bohnert for renewal of a Special Use Permit for a Country Inn in the A - Agricultural District at 1261 St. Louis Ave. (*Public Hearing*)

Applicant: Beverly Bohnert

Meeting Date: April 17, 2018

General Information:

Address: 1261 St. Louis Ave.
Current Zoning: A – Agricultural District
Current Land Use: Country Inn (SUP) – The Inn at Crescent Lake

Surrounding Zoning & Land Use: North – R-1; single-family
East – RMP; mobile home park
South – A; agricultural
West – A; agricultural

Background:

The applicant was issued a Special Use Permit by the City in 1996 to operate a “country inn” in an existing residential structure at 1261 St. Louis Avenue. The SUP was issued for a limited time period and was subsequently renewed a number of times. The last SUP renewal for a two-year period was granted in 2009. The City Planning & Zoning Office is working to address a backlog of expired SUPs and requested the applicant apply for a SUP renewal.

At the initial application in 1996, the City approved a Zoning Ordinance amendment creating a new land use category of “country inn” that could be permitted through SUP.

COUNTRY INN (*def*) – A limited accommodation facility, situated on a parcel of not less than five (5) acres, offering not less than five (5) nor more than fifteen (15) rooms for overnight lodging, with an owner or manager residing on or adjacent to the site. Meals may be served to overnight guests and to the general public, including alcoholic beverage service under separate license for the same, with dining facilities for no more than fifty (50) patrons. Events such as weddings and business meetings may be held on the premises, within the same limitations.

The initial SUP in 1996 included certain conditions, including the provision of 28 paved parking spaces. This condition was deferred pending evaluation of the actual operation to see if the actual parking demand could be properly met by combination of the existing circular drive around the inn for overnight guests, a paved tennis court for moderate parking overflow needs, and (by arrangement) a church parking lot across St. Louis Avenue for larger events. A review after two years of operation appeared to indicate the parking demand was being adequately managed through those means. This additional parking provision was then removed from the SUP.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

This country inn, first authorized through a Special Use Permit in 1996, appears to have been operating in a satisfactory manner compatible with the surrounding properties and neighborhood. There are no records of neighborhood concerns.

Staff finds that the special use is compatible with the surrounding properties and is operated in an appropriate manner as to not cause concern for the public health and safety and adjacent land uses.

As the country inn has been operating in a satisfactory manner for quite some time now, staff would suggest no additional time limits be placed on a SUP renewal.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit renewal with no time period.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Vicinity Map



**Economic Development
Council Meeting 5/7/2018**

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date: 5/3/2018
RE: Consideration of Special Use Permit for 506 Dunbar - Ordinance No. 18-05-06

Mayor and Council,

As we began reviewing Special Use Permits, we realized that there were a number of special use permits that had fallen out of compliance because the applicant was not brought back before the Planning and Zoning Department and City Council. This issue is a Community Development issue and we have been working to resolve all of the out of date Special Use Permits that are still in business.

For your consideration this evening, we present a Special Use Permit for the property at 506 Dunbar.

The Planning and Zoning Department heard this application on April 17. Planning and Zoning recommends approval of this application. Attached you will find the staff report and minute excerpts from the April 17 meeting.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 506 Dunbar	Cover Memo	5/3/2018
SUP 18-002 506 Dunbar	Cover Memo	5/3/2018

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND APPROVING A SPECIAL USE PERMIT FOR A RESIDENTIAL GUEST HOUSE

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for approval of a special use permit by Gary and Kim Sanson (the “Applicant”) for a property located at 506 Dunbar, Excelsior Springs, Missouri, to be operated as a residential guest house in an R-2 District; and

WHEREAS, the Commission held a public hearing on the application on April 17, 2018, and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for a special use permit for a tract of land located at 506 Dunbar, Excelsior Springs, Missouri, to be used as a residential guest house in an R-2 District is hereby approved.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____ day of _____, 2018.

Brad Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



March 14, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. SUP-18-002 – An application by Gary & Kim Sanson for renewal of a Special Use Permit for a vacation rental house in the R-2 Two-Family Residential District at 506 Dunbar (*Public Hearing*)

Applicant: Gary & Kim Sanson

Meeting Date: March 20, 2018

General Information:

Address: 506 Dunbar
Current Zoning: R-2 – Two-Residential District
Current Land Use: Vacation rental house (SUP)

Surrounding Zoning & Land Use: North – R-2; single-family
East – R-2; single-family
South – R-2; single-family
West – R-2; single-family

Background:

The applicant was issued a Special Use Permit by the City on March 3, 2014 to operate a vacation rental house in an existing single-family structure at 506 Dunbar. The SUP was issued for a two-year period. The City Planning & Zoning Office is working to address a backlog of expired SUPs and requested the applicant apply for a SUP renewal.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

This vacation rental house, first authorized through a Special Use Permit in 2014 appears to have been operating in a satisfactory manner compatible with the surrounding properties and neighborhood.

Staff finds that the special use is compatible with the surrounding properties and is operated in an appropriate manner as to not cause concern for the public health and safety and adjunct land uses.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit renewal with no time period.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Vicinity Map (**attach location map used to determine surrounding property owners**)



City Council Meetings
Council Meeting 5/7/2018

To: Mayor and City Council
From: Melinda Mehaffy, Economic Development Director
Date 5/3/2018
RE: Consideration of Special Use Permit 814 Linwood - Ordinance No. 18-05-07
Mayor and Council,

The City has received a new Special Use Permit application for 814 Linwood. The application is for a new vacation rental.

For your consideration this evening, we present a Special Use Permit for the property at 814 Linwood. This is a new Special Use Permit and is therefore recommended for a two year approval.

The Planning and Zoning Department heard this application on April 17. Planning and Zoning recommends approval of this application. Attached you will find the staff report and minute excerpts from the April 17 meeting.

Melinda Mehaffy, Economic Development Director

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - SUP for 814 Linwood	Ordinance	5/8/2018
Special Use Permit 814 Linwood	Cover Memo	5/3/2018

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI, AND APPROVING A SPECIAL USE PERMIT FOR A RESIDENTIAL GUEST HOUSE

WHEREAS, the Planning and Zoning Commission of Excelsior Springs, Missouri (the “Commission”) considered the application for approval of a special use permit by J. Brent McElwee (the “Applicant”) for a property located at 814 Linwood, Excelsior Springs, Missouri, to be operated as a residential guest house in an R-2 District; and

WHEREAS, the Commission held a public hearing on the application on April 17, 2018, and recommended approval; and

WHEREAS, proper notice of the public hearing was given by publication; and

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. Subject to the conditions and restrictions herein set forth, the Applicant’s request for a special use permit for a tract of land located at 814 Linwood, Excelsior Springs, Missouri, to be used as a residential guest house in an R-2 District is hereby approved.

Section 2. The Applicant shall comply with all other Municipal Code requirements.

Section 3. The Special Use Permit shall be granted for a period of two (2) years. Prior to expiration of the Special Use Permit, applicant may apply for extension/renewal

Section 4. The Mayor, the City Manager, the City Clerk and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____ day of _____, 2018.

Brad Eales, Mayor

ATTEST:

Kathy Twitchell, Deputy City Clerk

REVIEWED BY:

Molly McGovern, City Manager

Community Development Department Planning & Zoning

Phone: 816-630-0756; Fax: 816-630-9572



April 17, 2018

To: Chairman and Commissioners
Planning & Zoning Commission

Re: Staff Report for Case No. SUP-18-003 – An application by J. Brent McElwee for a Special Use Permit for a vacation rental house in the R-2 Two-Family Residential District at 814 Linwood (*Public Hearing*)

Applicant: J. Brent McElwee

Meeting Date: April 17, 2018

General Information:

Address: 814 Linwood
Current Zoning: R-2 – Two-Residential District
Current Land Use: Single-family house

Surrounding Zoning & Land Use: North – R-2; single-family
East – R-2; single-family
South – R-2; single-family
West – R-2; single-family

Background:

The subject site is occupied by an existing single-family house that the applicant wishes to rent out for defined periods of time to visitors and vacationers.

Staff Analysis:

The Zoning Regulations recognize that there are special land uses and circumstances which, because of their unique character, cannot be properly classified in any particular zoning district(s) without special consideration in each case of the impact of those uses upon neighboring property. These cases can be reviewed individually for their appropriateness and authorized through a Special Use Permit.

Staff finds that the proposed special use can be compatible with the surrounding properties and can be operated in an appropriate manner as to not cause concern for the public health and safety and adjacent land uses.

Being the new special use permit, staff would suggest an initial time limit to allow for appropriate review after it has been in operation for a couple of years.

Staff Recommendation/Action Requested:

City staff recommends approval of the Special Use Permit for a two (2) year time period.

Respectfully Submitted,

Doug Hermes
City of Excelsior Springs
Planning Consultant

Attachments:

Exhibit A – Vicinity Map



City Manager
Council Meeting 5/7/2018

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 4/26/2018
RE: Consideration of Personnel Policy - Ordinance No. 18-05-08

City Department Heads met several times over the last year to review the Personnel Policies and draft revisions where appropriate. At the end of 2017, the document was provided to our attorney for review. City Department Heads have reviewed changes proposed by our attorney and we now have a document ready for City Council to adopt.

Changes include definitions for essential employee as it pertains to inclement weather and other emergencies; family as to compensation for leaves, part-time regular employee, and seasonal part-time. Shift Differential Pay policy was included for shift work, age requirements specific to our younger employees, clarification of overtime/holiday compensation, minimum license and training requirements for positions held, list of safety sensitive positions, and use of fireworks. Other changes pertain to topic organization as some segments were moved within the policy.

Please consider approval of the City Personnel Policy as revised.

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/2/2018
Personnel Manual 2018	Exhibit	5/2/2018

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AMENDMENTS TO THE
PERSONNEL POLICIES OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI**

WHEREAS, the City of Excelsior Springs, Missouri (the “City”) and its staff have conducted a review of the City’s Personnel Policies (the “Personnel Manual”) and have determined that it is appropriate to amend those policies; and

WHEREAS, the City and its staff have created amendments to the current version of the Personnel Manual to incorporate these changes; and

WHEREAS, the City staff and the City Council have reviewed, examined and deemed adoption of the amendments to be advisable and in the City’s best interests for the promotion of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City of Excelsior Springs Personnel Policies, Personnel Manual is hereby revised and amended as provided in Exhibit A.

Section 2. The provisions of the Personnel Manual amended hereby shall not be construed to revive any former clause or provision of the Personnel Policies of the City of Excelsior Springs, Missouri that is inconsistent with Exhibit A and the provisions of the current Personnel Manual.

Section 3. The sections, paragraphs, clauses, and phrases of the Ordinance containing this amendment to the Personnel Manual are severable and if any portion of the Ordinance or Personnel Manual is declared unlawful by the valid judgment, decree, or injunction order of a court of competent jurisdiction, such ruling shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance or Personnel Manual and all provisions of the Ordinance or Personnel Manual not specifically declared to be unlawful shall remain in full force and effect.

Section 4. This Ordinance overrides any conflicting provision or regulation within

the Municipal Code of the City of Excelsior Springs, Missouri.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved on the _____ day of _____, 2018.

ATTEST:

Bradley T. Eales, Mayor

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager



Personnel Manual

This manual has been written to provide information and guidance for our employees. The City reserves the right to change, add to, or delete any of the provisions in this manual at any time. This manual is not a contract, and does not make any promises or guarantees. All employment with the City is on an at-will basis. As such, you or the City may terminate the employment relationship at any time and for any reason.

The City reserves the right to unilaterally change the provisions of this manual or any similar written document developed or disseminated by the City without notice or negotiations, and its decision to do so does not create any employment contract or obligation thereafter. The final interpretation of the provisions of these documents is the exclusive responsibility of the organization's management.

City of Excelsior Springs – Personnel Manual

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City of Excelsior Springs – Personnel Manual

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City of Excelsior Springs – Personnel Manual

I. INTRODUCTION

- A.** This personnel policy manual is intended to provide guidelines for the exercise of management discretion in the personnel area. As such, a series of personnel rules/regulations that are in compliance with current law are hereby established.
- B.** The objectives of these rules are to facilitate efficient and economical services to the public and to provide for a fair and equitable system of personnel management within the City of Excelsior Springs.
- C.** Because the City is a growing and changing organization, it reserves full discretion to add to, modify or delete provisions of this manual, at any time.
- D.** In referencing this manual as a personnel procedures guideline, employees of the City should check with their department head regarding the status of any change to a particular policy, procedure or practice.
- E.** No individual other than the City Manager has the authority to enter into any agreement of employment that modifies this City personnel manual, and any such agreement must be by a separate written document signed by the employee and the City Manager.
- F.** This manual is the property of the City and is intended solely for use by the City's managers and employees. Distribution of this manual outside of the City requires the prior written approval of the City Manager.
- G.** A further purpose of the rules and procedures contained in this manual is to provide an orderly process for the administration of employer/employee relations between the City and its employees and for resolving any disputes regarding wages, hours, and other terms and conditions of employment.
- H.** This manual will be maintained and updated on a routine basis as changes occur. It will be the responsibility of each department to replace sections of the manual as they are published.
- I.** For purposes of this manual, references to the male gender and pronouns shall be deemed applicable to the female gender and pronouns and the singular shall also refer to the plural where the context requires it.
- J.** Departmental policies needed to accomplish Departmental objectives will remain in effect so long as they are not in conflict with the policies herein adopted.

SECTION 1

GENERAL PROVISIONS

- 1.1 Purposes of Policies.** The policies herein adopted are intended to provide for the fair and equitable treatment of persons in the employ of the City of Excelsior Springs, Missouri. Further, they will provide a specific basis for consistent handling of matters related to the personnel function.
- 1.2 Positions Covered by the Policies.** With the exception of those positions filled by direct City Council appointment and employees of the Housing Authority of Excelsior Springs, Missouri, these policies shall apply to all persons in direct or indirect service to the City government, including but not restricted to employees of the following board: Park and Recreation. In addition, employees are required to follow applicable policies in their Department.
- 1.3 Adoption.** These policies were prepared and recommended by the City Manager based upon input from Department Heads and the City's legal counsel. These policies have been reviewed and adopted by the City Council at a regular meeting.
- 1.4 Administration of the Policy.**
- 1.41** The City Manager shall be responsible for the administration and interpretation of these policies and may promulgate such directions as are necessary to clarify, supplement, or implement the provisions set forth. The City Council shall be made aware of and approve any change to this policy, except that the City Council authorizes the City Manager to make any changes to this policy and/or to city benefits if necessary to comply with applicable federal, state or local law.
- 1.42** The City Manager may submit any situation which arises as a result of such authority to a Special Committee appointed by the City Manager, to include at least three but not more than five non-partial persons, for recommendation and consideration, whether or not a written appeal has been received from an employee.
- 1.43** If personnel matters not covered by these policies should arise, the City Manager may render a final decision or may render a decision and refer the matter to the Special Committee for confirmation. If such confirmation indicates a change in, or an addition to these policies, the change or addition shall be included as an amendment to the appropriate section of these policies upon acceptance and approval by the City Council.
- 1.44** Actions and decisions affecting these policies by the City Manager shall be final.

1.45 In the absence of the City Manager, the City Manager's designate shall have the authority to act for the City Manager.

1.46 Existing Departmental policies needed to accomplish Departmental objectives will remain in effect so long as they are not in conflict with the policies herein adopted. Moreover, the City Manager may approve new Departmental policies and/or approve the revision of existing Departmental policies if needed to accomplish Departmental objectives so long as they are not in conflict with the policies herein adopted.

1.5 Revision of Policies.

1.51 These policies are subject to amendment and revisions at such time and in such respect as the City Council may find it necessary and desirable.

1.52 The City Manager may make recommendations to the City Council as to revisions necessary to effectively carry out the personnel program.

1.53 Upon revision of these policies, formal (written) notice of the revision shall be given to all employees within a reasonable amount of time, not to exceed thirty (30) days.

SECTION 2

DEFINITION OF TERMS

ANNIVERSARY DATE - The assigned date on which an employee may be considered for an annual merit increase. Employees who leave the service of the City and are rehired shall use the later date for the purpose of merit increases. The employee's total years of service from previous periods of employment with the City may be accumulated for the purpose of determining the rate of vacation accrual.

APPEAL - An employee who is separated, demoted, suspended or otherwise disciplined may have the right of appeal if an appeal is provided for in this Manual.

CALL BACK HOURS – It may become necessary for the City to call an employee back to work after employee has finished his/her shift and left work. In these circumstances, the employee shall be entitled to be paid for a minimum of two hours for being called back to work. This two hour minimum call back pay would apply even if the employee only worked an additional 30 minutes. However, if an employee is working his/her shift and is required to stay later than usual to finish an assignment, that is not call back time and the employee is only entitled to be paid for actual time worked. Thus by way of example, if an employee is required to work an extra 30 minutes to finish an assignment, that employee would not be entitled to be paid for an extra two hours but would only be entitled to be paid for the extra 30 minutes spent working.

CITY MANAGER - The City Manager of the City of Excelsior Springs who is appointed by majority vote of the City Council.

CLASS - One or more positions sufficiently alike in respect to work duties and responsibilities that (1) the same title will be used reasonably and fairly to designate each position allocated to the class, that (2) the same minimum education and work experience qualifications will be required, and that (3) the same salary range will apply with equity.

CLASSIFICATION - The original assignment of a position to an appropriate class based on the kind, difficulty and responsibility of the work to be performed.

CLASS SPECIFICATION - A written statement of the qualification requirements that distinguish a specific class from other classes.

CLASSIFICATION PLAN - (Salary Plan). The rate of compensation for the class of positions in each grade of the Classification Plan.

COMPENSATORY TIME - A time off plan, referred to as comp time. Such time is allowed at the discretion of the department head for hourly employees, or non-exempt employees

who are paid a regular salary. Comp time is paid in lieu of overtime and is earned at one and one half times the number of overtime hours worked and will be paid out two times annually. The maximum numbers of hours that can be accumulated are 240 hours for regular employees and 480 hours for public safety and seasonal employees.

COUNCIL - The City Council of Excelsior Springs, Missouri.

DEMOTION - The movement of an employee from a position in one class to a position in another class with less responsible duties and a lower maximum salary rate, accompanied by at least one (1) step reduction in pay.

DEPARTMENT HEAD - The managing supervisor of a department.

DESIGNATION OF EMPLOYEES – The Department Head must designate employees as either essential or non-essential by name and job classification.

EMPLOYEE - A person employed by the City of Excelsior Springs, Missouri.

ESSENTIAL EMPLOYEE – Employees who are designated as such by a department head for the purpose of providing essential services to City residents and/or other City employees during inclement weather, other City emergencies and disasters, when City offices are operating under the Liberal Leave policy or City offices are closed. See definition of non-essential employee and Liberal Leave policy.

EXEMPT EMPLOYEE - A person employed by the City of Excelsior Springs, Missouri who is exempt from the payment of overtime under the Fair Labor Standards Act and applicable state law. Exempt employees must (a) be paid at least \$455 per week; (b) be paid on a salary basis; and (c) must actually perform exempt job duties. Exempt job duties include executive, professional, administrative and computer duties. The determination of an exempt duty is not based on job title, but on actual work performed and shall be made by the City Manager in accordance with U.S. Department of Labor regulations. See definition of non-exempt employee.

FAMILY – Spouse, parent, step-parent, parent-in-law, sibling, half-sibling, sibling-in-law, child (shall include biological, adopted, foster, step or legal ward), spouse of child, grand parent, grandchildren, aunt and uncle; does not include grandparent-in-law. See definition of Immediate Family.

FULL-TIME EMPLOYEE – An employee who works at least 30 hours per week, or 130 hours per month, determined on a month-to-month basis.

GRADE - A group of classes of positions sufficiently similar with respect to the level of duties and responsibilities or with respect to the prevailing rates of compensation for

comparable work so that the same rate of pay may be applied with equity to all classes of positions in the grade.

GRIEVANCE - A disagreement relating to employment and working conditions or relationships between employee and the immediate supervisor or other employees.

HOURLY PAY - 1/2080th of the annual salary, except for Fire Department, which is 1/1902.

IMMEDIATE FAMILY - Spouse, parent, child (shall include biological, adopted, foster, step or legal ward); does not include in-laws. See definition of Family.

INCUMBENT - The current position holder.

INTERN - An employee participating in an on-the-job work program in conjunction with enrollment in either a graduate or undergraduate program at a recognized college or university. Such an employee shall be considered a temporary employee and may be compensated at a rate separate from the standard salary schedule.

JOB DESCRIPTION - Written summaries of the facts of a job, including definitions of the position, supervision exercised, examples of duties, required education, licenses and certificates, and minimum knowledge, skills and abilities.

LAYOFF - The separation of an employee, which has been made necessary by lack of work or funds or other reasons, not related to fault, delinquency, or misconduct on the part of the employee.

LEAVE - Any authorized absence during regular working hours.

LIBERAL LEAVE – Non-essential employees may use accumulated vacation or personal leave, compensation time or authorized leave without pay granted by the department head without requiring the normal advance notice request period. Liberal Leave will only be instituted when authorized by the City Manager. Non-essential employees must receive their immediate supervisor's approval for Liberal Leave when the Liberal Leave policy is in effect.

NON-ESSENTIAL EMPLOYEE – Employees whose functions are not considered necessary for the operation of City Services and who are not required to report to work during inclement weather, City emergencies or when the City is operating under the Liberal Leave policy or City offices are closed. See definition of Essential Employee and Liberal Leave policy.

NON-EXEMPT EMPLOYEE - A person employed by the City of Excelsior Springs, Missouri who is not exempt from the payment of overtime under the Fair Labor Standards Act and

applicable state law. This includes any employee who performs work different from those duties described under EXEMPT See definition of Exempt Employee.

NON-SALARIED EMPLOYEE – Employees compensated semi-monthly based on an hourly rate.

OVERTIME - Time actually worked in excess of 40 hours in any one (1) work week (note that sick leave, vacation and comp-time do not count as hours actually worked; however, Holiday and Personal Day time does count as hours actually worked) Police and Fire Rescue non-exempt employees should refer to Section 9.31.

PART-TIME REGULAR EMPLOYEE - An employee who works less than 30 hours per week or 130 hours per month. To be considered part-time, the employee must work more than 120 days in a year.

POLICY - The various policy provisions found in the sections of the personnel policy.

POSITION - A group of current duties and responsibilities assigned or delegated by competent authority, requiring the full-time or part-time employment of one person.

PROBATIONARY PERIOD - All original appointments shall be tentative and subject to a probationary period of at least twelve (12) months and up to twenty-four (24) months. The employee shall be advised of the duration of such probationary period at the time of employment. The Department Head may recommend an extension of the original probationary period and must inform the employee that such extension has been made. No probationary period shall exceed twenty-four months. Any interruption of service, except for required military training, during the probationary period shall not be considered as part of the period.

PROMOTION - The movement of an employee from a position in one class to a position in another class with more responsible duties and a higher maximum salary rate, accompanied by at least one-half step increase in pay.

RE-CLASSIFICATION - A reassignment or change in classification of an individual position by raising it to a higher class, reducing it to a lower class on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position.

REGULAR EMPLOYEE - An employee who has been appointed to a budget position, which requires services for the maximum regular hours in any work period.

REGULAR RATE OF PAY - For the purpose of computing overtime pay, the actual hourly rate at which an employee is paid for normal non-overtime work.

SPECIAL COMMITTEE - A committee convened at the direction of the City Manager for the purpose of making recommendations on personnel or other matters.

STANDARD WORK WEEK - General employees working a 40 hour week; Sunday through Saturday

- Police Officers; the work week starts Sunday at 12:01 a.m. for a 14 day period –
- Firefighters; the work week starting on Sunday at 12:01 a.m. for a 10 day period. See Sec. 9.311.

SEASONAL OR TEMPORARY EMPLOYEE - An employee who is appointed to a position, either part-time or full-time, which is created with specific time limit as set forth in the offer of employment.

SEASONAL OR TEMPORARY PART-TIME EMPLOYEE – An employee who is appointed to a position for less than 90 days.

TRANSFER - The movement of an employee, with no accompanying change in pay, from a position in one class to a position in the same or another class having the same maximum salary rate, involving the performance of similar duties and requiring essentially the same basic qualifications.

VACANCY - A duly created position, which is not occupied and for which funds have been provided.

SECTION 3

CLASSIFICATION

3.1 The Classification Plan. A Classification Plan based upon and graded according to assigned work duties and responsibilities, shall be developed and maintained by the City Manager or appointed staff. The Plan shall include, at a minimum:

3.11 An outline (schematic list) of classes of positions arranged in appropriate occupational groups.

3.12 The respective class specifications setting forth the qualifications necessary for appointment to a position of that class.

3.13 Job descriptions for each class or positions which shall include the title, supervision, a general description of the work, specific tasks and duties performed, and minimum qualifications required.

3.2 Purpose of the Plan.

3.21 To provide like pay for like work.

3.22 To establish education and work experience qualifications and standards for recruiting.

3.23 To assist in the employee selection procedure.

3.24 To provide a basis for developing standard of work performance. Receipt of the grievance decision appeal. The employee, the employee's supervisor, the Department Head and any other interested party shall have the right to be heard. The City Manager or appointed representative shall then take appropriate action, which may include:

3.291 To establish lines of promotional opportunity.

3.292 To indicate employee training needs.

3.3 Administration of the Plan. The City Manager shall be responsible for insuring that the Classification Plan is maintained.

3.4 Classification of Positions.

3.41 Positions shall be assigned to a specific class if the same kinds and levels of work, education, experience, knowledge, ability, skills and other qualifications are

required of incumbents and if the same range of compensation will apply equally under substantially the same general employment conditions.

3.42 Pay range shall not be a factor in determining the classification of any position or the standing of any incumbent.

3.43 All classes of positions involving the same character of work but differing as to level of difficulty shall be assembled into a class series of two (2) or more levels.

3.5 Class Specifications and Job Descriptions.

3.51 The duties set forth in the job description for each class are descriptive only and not restrictive. They describe the more typical types of work which may be allocated to a given class but not restrict that class to only the types of work or positions described in the job descriptions.

3.52 Qualifications commonly required of all incumbents of positions of different classes, such as honesty, sobriety and industry, shall be deemed to be implied as qualification for each class, even though they are not specifically mentioned in the class specification.

3.6 Class Titles. The class title is a brief and descriptive designation of the type of work performed. Where there is more than one class in an occupational series, numerals are used in the title to designate the level of the class. Roman numeral I is always indicative of the lowest in a class series. The title shall be the official title of every position allocated to the class for the purpose of budget and personnel records.

3.7 Revisions of the Plan. The Classification Plan shall be reviewed every twelve (12) months. If the City Manager finds that a substantial change in the organization, the creation or change of positions, or other pertinent conditions make necessary the amendment of the Plan, he may amend the Plan subject to review by the City Council.

3.71 It shall be the duty of the Department Head to report to the City Manager any and all organization and program changes which will significantly alter or effect changes in existing positions, or positions proposed to be established. When any Department head requests the establishment of new or additional positions, or change in allocation of an existing position, the Department Head shall address the request to the City Manager, accompanied by appropriate documentation as to work duties and responsibilities and qualification requirements.

3.8 Effect of Classification Changes on Incumbents.

- 3.81** Whenever the title of a class is changed without change in duties and responsibilities, the incumbent shall have the same status in the retitled class as in the former class.
- 3.82** When a position is reclassified to a class with a higher maximum salary rate because of the creation of new duties and responsibilities, the employee occupying that position shall continue in that position only if possessing the qualifications of training and experience required for such classification. The City Manager shall determine the step within the new salary range to which the employee will be assigned.
- 3.83** When a position is reclassified to a class with a higher maximum salary rate and the incumbent of the position does not possess the qualifications required for such classification, the incumbent shall not continue in that position. In this case, the layoff provisions of these policies (Section 13.6) shall apply.

SECTION 4

COMPENSATION AND PROMOTION

- 4.1 General Policy.** It shall be the policy of the Council to establish a compensation plan, which provides like pay for like work.
- 4.2 The Compensation Plan.** The Compensation Plan shall include, at a minimum:
- 4.21** A schedule of standard salary ranges and rates of pay indicating the minimum and intermediate rates of pay for each pay grade.
 - 4.211** The hourly rate of pay is determined by multiplying the monthly salary times twelve (12) divided by 2080.0 hours for general employees and police, and 1902.0 hours for Fire Rescue. See schedule Sec. 9.311.
 - 4.22** A list of classes of positions by occupational group with the salary grade and related pay range indicated for each class.
 - 4.23** Supplements, amendments, and/or revisions as passed by the City Council.
- 4.3 Standards for Determination of Pay Ranges.** Pay ranges shall be related directly to the Classification Plan and shall be determined with due consideration to ranges of pay for other classes, the relative difficulty and responsibility of work in the several classes, the recruiting experience of the City, the availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private and other public jurisdictions in the Kansas City/Metropolitan Region, cost-of-living factors, and the financial policies and economic considerations of the City Council.
- 4.4 Administration of the Compensation Plan.** The following provisions of the Compensation Plan assume that funds for salary adjustments have been budgeted and the salary item for the year has been appropriated. These provisions shall guide the City Manager in establishing a procedure for salary administration, including periodic salary review and the relation of salary rates to the position Classification Plan.
- 4.41 Beginning Salary.** The minimum rate of pay for a class shall normally be paid to any person on the original appointment to a position with the City. Original appointments above the minimum may be authorized on the basis of unique qualifications, experience, or the inability to recruit satisfactory candidates. Authorization is required as follows:

4.411 The City Manager may authorize appointments above 10% of Base in the appropriate salary range, and Department Heads may authorize appointments within 10% of Base.

4.412 Requests for changes of personnel classifications may be made by the department head in conjunction with the annual budget proposal. See also Section 3.7 Revisions of the Plan.

4.42 Salary Advancement.

4.421 Pay Merit Increases. If funds are available and the employee has received a rating of satisfactory or better on the most recent performance appraisal, a salary increase within the appropriate pay range may be given. Such an increase shall not exceed 5% unless the City Manager grants an additional pay increase for Outstanding Service per Section 4.422. Such an increase shall take effect on the employee's anniversary date as defined in Section 2.

4.422 Pay increases for Outstanding Service. The City Manager may grant an additional pay increase at any time to recognize outstanding service to the City. Such increase shall take effect on the first day of the first full pay period following authorization to increase pay, and shall not constitute a new Anniversary Date.

4.423 Pay Plan Readjustment. When warranted by economic factors, the City Manager may recommend to the City Council appropriate pay plan adjustments to the employee Compensation Plan.

4.43 Salary Decreases. The City Manager may reduce the salary of an employee within the salary range prescribed for the class. The affected employee shall be notified in writing of the reasons for the reduction and of the amount of the reduction in his or her salary or pay rate at least thirty (30) days prior to the effective date of the reduction.

4.44 Adjustments When Plan is amended. Changes in pay rates that are necessitated when the Compensation Plan is amended shall be called "pay adjustment" and shall not affect eligibility for annual merit increases.

4.441 Change of Grade. When a class is advanced from one pay grade to another, the pay for each employee in that class shall be advanced to an equal or higher paying step of the new grade at the discretion of the City Manager. The City Manager may recommend and the City Council may adopt lower pay scales for any grade.

4.442 Change of Step. When a pay step within a grade range is increased, the pay of each employee at that step shall be advanced to the new rate specified unless otherwise determined by the City Manager. The City Manager may recommend and the City Council may adopt lower pay scales for any step.

4.5 Rates of Pay.

4.51 Non-Salaried Employees. All non-salaried employees shall be paid semi-monthly based on an hourly rate.

4.52 Shift Differential Pay.

4.521 It shall be the policy of the City of Excelsior Springs to render shift differential pay for those employees who work rotating shifts.

4.522 Shift differential pay shall be 3.5% of base pay for Police Officers assigned to 12 hour shifts working 6:30 PM to 6:30 AM. Shift differential pay for Communications Officers (dispatchers) shall be 2.5% for any hours worked between 4:00 PM and 12:00 Midnight. Shift differential pay for Communications Officers (dispatchers) shall be 5% for any hours worked between 12:00 midnight and 8:00 AM.

4.53 Rounding of Hours Worked to Nearest Quarter Hour. For administrative convenience, hours worked shall be rounded up and down to the nearest quarter hour. The rounding works as follows: Employee time from 1 to 7 minutes will be rounded down, and thus not counted as hours worked, but employee time from 8 to 14 minutes will be rounded up and counted as a quarter hour of work time.

4.54 Additional Compensation for Police Officers.

4.541 Designated Officers in Charge (OIC) receive one half hour of additional compensation for every six hours they function as the shift supervisor (in the absence of a shift sergeant). The compensation is earned at normal overtime or comp time rates and is subject to conversion to straight time if the hours worked requirements are not met.

4.542 Field Training Officers (FTO) receive one half hour of additional compensation for every day they are functioning in a training capacity for a new recruit officer. The compensation is earned at normal overtime or comp time rates and is subject to conversion to straight time if the hours worked requirements are not met.

4.55 Additional Compensation for Firemen.

4.551 Designated Officers in Charge (OIC) receive one hour of additional compensation for every twelve (12) hours they function as the shift supervisor (in the absence of an Assistant Chief). The compensation is earned at normal overtime or comp time rates and is subject to conversion to straight time if the hours worked requirements are not met.

4.552 Designated "Out of Title" (OOT) personnel receive one hour of additional compensation for every twelve (12) hours that they function as the second in command (in the absence of a Captain). The compensation is earned at normal overtime or comp time rates and is subject to conversion to straight time if the hours worked requirements are not met.

4.6 Timekeeping. All employees shall prepare an accurate hours-worked record at intervals established by the City Manager.

4.7 Deductions. Paycheck deductions will be for Federal Withholding Tax; State of Missouri Tax; Social Security (FICA) and Medicare; Life & Health Insurance coverage; and other deductions authorized by the City Manager.

4.71 Prohibited Deductions from the Salary of an Exempt Employee. It is the City's intent to pay exempt employees on a salary basis. Therefore, the City prohibits the making of improper deductions from the salaries of exempt employees because of variations in the quality or quantity of the work performed. Unsatisfactory quantities or quality of work will be addressed, not by reductions in salary, but rather through regular performance management methods including the evaluation and discipline processes. Other deductions from exempt employees' salaries that the City views as improper and therefore are prohibited include the following:

- Absences of less than a full workweek occasioned by the City or by the operating requirements of the City;
- Absences of less than a full workweek caused by jury duty, or attendance as a witness in a judicial proceeding (although the City may offset against the regular salary and amount paid as jury or witness pay);
- Absences of less than a full workweek caused by temporary military leave (although the City may offset against the regular salary any military pay the employee receives);

- Partial day absences for personal reasons or because of sickness or disability.

4.72. Permitted Deductions from the Salary of an Exempt Employee. On the other hand, deductions from exempt employee's salaries are permitted in the following circumstances:

- If an exempt employee works less than a full work-week in the initial or final week of employment (exempt employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked);
- Full-day absences caused by sickness or disability (including work-related accidents) taken in accordance with the City's policies providing pay for sickness or disability;
- Full-day absences caused by sickness or disability, even if unpaid, if the employee is not yet eligible for pay or pay has been exhausted under the City's other policies providing pay for those absences;
- Hours taken as unpaid leave under the Family and Medical Leave Act (FMLA);
- Full-day absences for personal reasons other than sickness or disability;
- Disciplinary suspensions for infractions of safety rules of major significance;

Disciplinary suspensions of one or more full days for infractions of written workplace conduct rules of the City including, violations of the City's substance abuse policy, the City's Ethics policies, the City's policies against discrimination, harassment and sexual harassment, workplace violence, and the City's policy against inappropriate use of the City's computer, e-mail, voice mail, telephone (including City supplied cell phones) or internet systems.

4.73. Exempt Employee's Complaint Procedure Regarding Pay Deductions. Any exempt employees who believe their salaries have been subjected to improper deductions should promptly report their concerns to the City Human Resources Manager, the Director of Administrative Services or the City Manager. Any improper deductions will be reimbursed, and there will be no retaliation against any employee who raises any good faith concern regarding deductions from salary.

4.8 Paydays. All employees will be paid semi-monthly, except members of the City Council who are paid monthly. Salary payments will be made on the 15th and the last day of the month. If a payday falls on a holiday, the salary payment will be made on the preceding day. If it falls on a weekend, payday will be on Friday.

4.81 It shall be the policy of the City that all employees be paid by ACH (direct deposit).

4.82 It shall be the policy of the City not to release check stubs earlier than payday.

4.83 It shall be the policy of the City Finance Department not to prepare manual paychecks for early release purposes. Only emergency circumstances as determined by the Director of Administrative Services shall warrant such preparation.

4.84 It shall be the policy of the City that members of the City Council are paid monthly.

4.9 Promotion.

4.91 Every effort will be made to fill existing positions from the personnel within the current organizational structure through the promotion of an employee who has rendered exceptional service to the City and who meets the minimum education and experience requirements of the position.

4.92 When an employee is promoted from a position in one class to a position in another class having a higher maximum salary rate, the salary of the employee shall be increased to that step within the new pay range that represents at least a 2 ½ % increase in pay. A promotion shall not affect the Anniversary Date of the employee unless specifically authorized by the City Manager.

4.93 Some positions require specific licenses or qualifications that are applicable to the position held, in addition to time worked and/or the passage of skills or knowledge tests. Obtaining a specific license or qualification does not automatically result in a change of class or increase in salary. An employee may be hired or promoted subject to a requirement that a specific license or qualification be obtained within a certain period of time. Failure to obtain the required license or qualification within the allowed time may result in demotion or termination of employment. The Department Head may extend the allowed time period for good cause.

SECTION 5

APPLICATION AND SELECTION

- 5.1 Announcement of Vacancies.** Notice of all vacancies shall be disseminated by posting announcements on official bulletin boards, notifying each department head of such vacancy, and by sending announcements to various organizations that are deemed to be of assistance in communicating such information. Newspaper and Internet advertising may be used if deemed necessary. In accordance with the Equal Opportunity policies set forth in Section 6, and the Affirmative Action Plan as set forth in Section 18 of these Policies, special effort shall be made to insure that women, handicapped persons and minority groups are not excluded from any recruitment effort because of unduly limited announcement distribution.
- 5.11** In accordance with the policy of providing promotion from within the organization when qualified personnel exist, a job vacancy need not be announced publicly when such promotion is possible. However, the City may post a job both internally and externally at the same time.
- 5.12** If no acceptable applicant is found within the organization, the vacancy will be filled from outside the City service.
- 5.2 Content of the Announcement.** The announcements shall specify the class title and salary range of the class from which the vacancy is announced; the nature of the work performed; the minimum qualifications required for the performance of the work; the time, place and manner of making application; the closing date for receiving applications; and other pertinent information.
- 5.3 Application.**
- 5.31** All applications shall be made on forms prescribed by the City Manager and shall be filed on or prior to the closing date specified in the announcement. Applications shall contain only that information considered relevant to the duties and qualifications specified for the job in accordance with the Equal Opportunity policies.
- 5.32** All applications shall be signed by the applicant and the truth of the statements contained therein certified by such signatures.
- 5.4 Screening.** The Human Resources Manager and/or department heads and supervisors shall conduct interviews and review applications. Recommendations for hiring employees are made by department heads. The City Manager has final authority, and may be included in the screening process.

5.5 Qualifications. It is the City's policy to hire the person who it thinks is best qualified for every position.

5.51 Age Requirements. Minimum age requirements shall be established only for positions which might require a valid Missouri Driver's License, applicable state laws and federal laws regarding the employment of youth, or as otherwise determined by the City Manager, with the exception of employment in the Police Department and employment involving serving alcohol where the minimum age requirement is 21, and operation of equipment requiring minimum age of 18. Part Time lifeguards may be 15 years of age. Employees under the age of 16 are limited to 3 hours on a school night.

5.52 Residence Requirements. All department heads are encouraged to be residents of the City upon completion of their probationary period. Police officers and fire personnel shall be required to live within a forty-five (45) minute response time to the City unless the City Manager grants an exception.

5.53 Background Check

5.531 As a condition of employment and as a condition of being a volunteer, coach or other positions working with children shall complete a form for a Request for Criminal History Record and such other or additional background and other checks as the City Manager deems appropriate consistent with legal requirements.

5.532 Each new City employee and/or police or fire volunteer, upon employment or entry into the Police or Fire Department, shall be required to have a Department of Revenue check.

5.533 The Human Resources Department or Police Department as appropriate will perform this task as part of the "new hire" procedures/orientation upon entry into the City work force or the Police or Fire Department.

5.534 Because there can be occasion when any City employee or police or fire volunteer may be required to drive a City vehicle or personal vehicle on essential City business, this Department of Revenue check requirement is for all new hires and/or new police or fire volunteers.

5.535 In the instance where the Department of Revenue check produces evidentiary material that new hires or new police or fire volunteers do not possess valid, current driver's licenses or have a record of violations, such evidence will be remanded to the City Manager and the appropriate

department head for decision-making purposes as to retention on the City work force or within the Police or Fire Department.

- 5.536** If you are required to drive a motor vehicle or operate equipment that requires any type of driver's license as part of your job with the City, you are obligated to notify your Department Head and the Human Resources Department immediately if your driving privileges are suspended or revoked. If you fail to immediately provide such notice, your employment may be subject to immediate termination. This paragraph applies to holders of regular driver's licenses as well as holders of Commercial Driver's Licenses.

SECTION 6

EQUAL EMPLOYMENT OPPORTUNITY, AND PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

6.1 General Policy. In the execution of any action, the City of Excelsior Springs, Missouri will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, marital status, status as a veteran, handicap, disability, age, national origin, genetic information, or political opinion or affiliation or because of any other category protected by any applicable federal, state or local law. The City adheres to any affirmative action requirements applicable to it that are imposed upon grant recipients or are imposed by federal, state or local law. This policy extends to all terms, conditions and privileges of employment, as well as the use of all City facilities and participation in all City-sponsored activities as follows:

1. Recruitment, advertising and job application procedures;
2. Hiring, promotion, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave or any other leave;
6. Fringe benefits available by virtue of employment, whether or not administered by the City;
7. Selection and financial support for training, including apprenticeships, professional meetings, conferences and other related activities and selection for leaves of absence to pursue training;
8. Activities sponsored by a covered entity including social and recreational programs; and
9. Any other term, condition or privilege of employment.

Discrimination, harassment, retaliation, coercion, interference or intimidation of any employee or volunteer is strictly forbidden and any employee or volunteer who experiences such behavior should report it immediately to his or her, Immediate Supervisor, Department Head or the City Manager. If the person to whom the matter is reported does not take prompt action to address and put a stop to the discrimination or harassment, immediately contact the City Manager. The City will, in all solicitations or advertisements for employees placed by or in behalf of the City; state that it is an equal employment opportunity employer. The City will insert a similar provision in all contracts for services performed under City projects.

6.2 Americans with Disabilities Act (ADA) Policy. To provide a reasonable policy and procedure that will ensure: 1) equal opportunities for disabled persons to participate in and benefit from services, programs, or activities sponsored by the City; 2) a bias free environment for disabled employees, or for disabled persons who seek employment with the City; and, 3) prompt and equitable resolution of complaints alleging discrimination on the basis of a disability.

6.21 The City of Excelsior Springs does not discriminate on the basis of disability or handicap in employment or the provision of services. It is the intent of the City to guarantee disabled persons equal opportunity to participate in or enjoy the benefits of City services, programs, or activities, and to allow disabled employees a bias free work environment. However, it is the City's policy, consistent with legal requirements, to hire, promote, re-assign and retain the person that City management believes is the most qualified person for every position in the City. The City, upon request, will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA) and applicable state law.

6.22 The City is committed to creating an environment in which facilities for public meetings and general public use are accessible. Furthermore, the City will provide auxiliary aids and services (interpreters, readers, assisted listening devices, text telephones, large print materials, audio tape, help in filling out forms, and other similar services and actions) if necessary and if such reasonable accommodation can be provided without undue hardship to the City. Disabled persons may request the auxiliary aids and services of their choice, which will be given primary consideration. Communication of accessibility will be included in City publicity announcements.

6.23 The City has a commitment to ensure equal opportunities for disabled City employees consistent with the City's policy to fill each position with the most qualified employee. Every reasonable effort will be made to provide an accessible work environment and additional accommodations, including auxiliary aids and services. Employment practices (e.g. hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to not promote discrimination of disabled employees. Detailed policies and procedures regarding employment practices are contained in the City's Personnel Policy Manual.

6.24 Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of

disability. Reasonable accommodation will be provided upon request during an application/interview process.

- 6.25** The City is also committed to ensure equal opportunity for disabled persons to participate on boards and commissions. Board and Commission meetings will be held in accessible locations requested auxiliary aids will be provided, and reasonable accommodation provided during the selection process of board and commission members. Through the recruitment process, the City will actively seek and invite the participation of board and commission members who are disabled.
- 6.26** All future construction and renovation of City-owned buildings and facilities shall be consistent with the minimum guidelines and requirements issued by the Architectural and Transportation Barriers Compliance Board, the Uniform Federal Accessibility Standards (UFAS) and ADA Accessibility Guidelines (ADAAG).
- 6.27** In the event citizens, employees, or other participants in the City's programs, services, and activities feel the City has violated their rights under the ADA, they are to be reported immediately to any one of the following staff personnel: Immediate Supervisor, Department Head, Human Resources Manager, or City Manager. If the person to whom the matter is reported does not take prompt action to address and put a stop to the perceived violation of this ADA policy, immediately contact the City Manager. All statements and actions taken to resolve such complaints will be treated confidentially to the extent consistent with a full investigation.
- 6.28** City staff will endeavor to ensure that disabled persons may participate in and benefit from City programs, services, and activities as required by law.
- 6.3 Prohibition against Discrimination and Harassment.** The City prohibits and will not tolerate discrimination, harassment or violation of civil rights directed against any employee, applicant for employment, vendor, or citizen or other third party because of race, citizenship, creed, color, ancestry, sex, disability, religion, national origin, age, genetic information, service in the United States military, status as a veteran or any other factor which is not a proper legal basis for an employment or business decision. Furthermore, to maintain a quality working environment for all employees, or potential employees, the City is committed to maintaining a work environment free from harassment, intimidation, humiliation, insult, or offensive physical or verbal abuse.

Sexual, ethnic, racial, age, genetic information, religious, disability harassment or harassment based on any other basis protected by law is an offense first against the City, and second, an

offense against any specific employee or group of employees. Offenses refer to physical or verbal actions that have the purpose or effect of creating a hostile, offensive, or intimidating working environment, or has an ethnic, racial, age, religious, or sexual basis, or both. Examples would include, but are not limited to: physical contact of a sexual nature, sexual, racial, ethnic, age, disability, or religious related jokes, comments, insults, cartoons, images, e-mails, screen savers, text messages, innuendos, or personal conduct or mannerisms that could be construed as offensive.

It is the City's position to take affirmative action to prevent such unwanted conduct and discrimination from occurring and to deal with all such reported incidents in a fair, impartial and prompt manner. All complaints or incidences, where investigations confirm the allegations, timely action will be taken to remedy the situation and to prevent its recurrence.

It is each employee's responsibility to help eliminate all forms of prohibited discrimination, harassment and unwanted conduct. It will be every supervisor's responsibility to prevent such behavior from occurring within their work jurisdiction.

When incidences of discrimination or harassment occur, they are to be reported immediately to any one of the following designated staff personnel: Immediate Supervisor, Department Head, Human Resources Coordinator, or City Manager. If the person to whom the matter is reported does not take prompt action to address and put a stop to the discrimination or harassment, immediately contact the City Manager. Confidentiality shall be maintained with regard to actions, investigations, and complaints of harassment to the extent feasible consistent with a full investigation.

6.31 Disciplinary Action -- All persons who violate this policy will be subjected to disciplinary procedures up to and including discharge.

6.4 Sexual Harassment. It is the policy of the City to prohibit sexual harassment of its employees in any form. The purpose of this policy is not to regulate employees' personal lives or morality. The policy was formulated to protect City employees, both male and female, against unsolicited and unwelcome sexual overtures or conduct, either physical or verbal.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature or welcomed social relationships.

Harassment on the basis of sex is defined as: "Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect

to substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment".

Employees who experience sexual harassment should report it to any one of the following designated staff personnel: Immediate Supervisor, Department Head, Human Resources Manager, or City Manager. If the person to whom the matter is reported does not take prompt action to address and put a stop to the discrimination or harassment, immediately contact the City Manager.

Confidentiality shall be maintained with regard to actions, investigations, and complaints of harassment to the extent feasible consistent with a full investigation.

6.41 Disciplinary Action. The complaint will be investigated and, if such investigation confirms the allegation, appropriate disciplinary action up to and including dismissal will be taken.

6.5 Retaliation Prohibited. Regardless of the outcome of the investigation, no retaliation against any employee, applicant, citizen, vendor, agent, independent contractor or third party making a good faith report of suspected harassment or discrimination or violation of civil rights will be tolerated.

The City recognizes that the issue of whether harassment or discrimination or violation of civil rights has occurred requires a factual determination based on all the evidence received. The City also recognizes that false accusations of harassment or discrimination or violation of civil rights can have serious effects on innocent men and women. We trust that all employees, applicants, citizens, vendors, agents, independent contractors and third parties dealing with the City will continue to act in a responsible and professional manner to establish a pleasant working and business environment free of discrimination, harassment and violation of civil rights.

6.6 Responsibility. The City Manager shall be responsible for insuring compliance with the City's policies on Equal Employment Opportunity, ADA, discrimination, harassment and retaliation.

SECTION 7

TRAINING/PROBATIONARY PERIOD

7.1 Probationary Period.

- 7.11 Purpose.** The probationary period shall be utilized by the Department Head as an opportunity to observe the new employee's work, to train and aid the employee in adjustment to the position, and to reject any employee whose work performance fails to meet required work standards.
- 7.12 Duration.** All original appointments shall be tentative and subject to a probationary period of at least twelve (12) months and up to twenty-four (24) months. The employee shall be advised of the duration of such probationary period at the time of employment. The Department Head may recommend an extension of the original probationary period and must inform the employee that such extension has been made. No probationary period shall exceed twenty-four months. Any interruption of service, except for required military training, during the probationary period shall not be considered as part of the period. Whenever an employee is promoted, the Department Head may impose a probationary period of up to twelve (12) months.
- 7.13 Dismissal during Initial Period.** At any time during the probationary period, the City Manager may terminate an employee whose performance does not meet the required standards without complying with the procedures specified in Section 13.5 of this Manual, and a probationary employee who is terminated has no appeal rights under Section 13.51.
- 7.14 Transfer during Probationary Period.** An employee who is transferred to another position in the same or a different class prior to the completion of the probationary period shall complete that probationary service period in the new position.
- 7.15 Performance Appraisal.** Prior to the end of the designated probationary period, the employee's supervisor shall conduct a performance appraisal as specified in Section 8 of these Policies. The result of such an appraisal shall determine whether or not the Department Head chooses to grant the employee "regular" status. The Department Head shall submit to the City Manager a written report on the probationary employee, either:
- 7.151** A report that the employee has successfully completed the probationary period and is capable of performing the duties of the position

satisfactorily, and is henceforth to be considered a regular employee with all rights and privileges due the employee, or;

7.152 A report that the employee has not demonstrated an ability to perform satisfactorily the duties of the position and is to be separated from City employment, or if promoted from another class or position returned to the previous or similar classification.

7.16 Probation after Leave. No employee shall serve more than one initial probation period.

SECTION 8

PERFORMANCE APPRAISAL

- 8.1 General Policy.** A periodic evaluation of job performance shall be conducted for all employees by their immediate supervisors. Such ratings shall be reviewed by the City Manager, who may investigate the accuracy of appraisals and may take action to secure the adjustment of the ratings to conform to the facts as ascertained. It shall be the duty of the City Manager to provide for uniformity of application of the standards by different supervisors.
- 8.2 Coaching and Documentation of Significant Events.** Department Heads may choose to utilize coaching forms as a means to document significant events; positive or negative behavior without the need for disciplinary action.
- 8.3 Use of Appraisal.** The primary purposes of the appraisal is to assist the employee in improving job performance and to assist the City in measuring an employee's job performance. Appraisals should be used for the following purposes:
- 8.31** to assist in determining training needs.
 - 8.32** to assist in determining promotability.
 - 8.33** to assist in determining pay increase eligibility.
 - 8.34** to give the employee an idea of career progress.
 - 8.35** to assist in setting individual employee goals and objectives.
 - 8.36** to give the employee a performance improvement plan; and or
 - 8.37** to assist the City in measuring job performance and determining whether the employee should continue to be employed by the City and in determining in what capacity the employee should be employed by the City.
- 8.4 Frequency of Appraisals.** Employees shall be rated regularly on an annual basis. Annual ratings should be initiated prior to the employee's Anniversary Date. Employees shall also be rated on the following occasions:
- 8.41** prior to the expiration of an employee's probationary period.
 - 8.42** at any time, at the request of an employee's supervisor, for exceptional or unsatisfactory service.

- 8.43** for regular employee's separation from the service of the City for either voluntary or involuntary reasons.
- 8.44** Department Heads may establish more frequent periodic appraisals as needed.
- 8.5 Standards of Performance.** Standards of performance shall have reference to the quality of work, the quantity of work, the manner in which the service is rendered; faithfulness of the employee to their duties, and such other characteristics as will measure the value of the employee to the City.
- 8.6 Appraisal Form.** Supervisors shall be provided with a standard performance appraisal form at the time they are notified that an employee's performance appraisal is due. Such a form shall include instructions for proper use of the form.
- 8.7 Discussion of Results with Employee.** The results of a performance appraisal shall be discussed with the employee involved with the view of encouraging the employee who has performed well, and also affording an opportunity for employees to correct weaknesses.
- 8.8 Appeal of Performance Appraisal.** If a regular employee is dissatisfied with the results of the appraisal, he must first discuss the matter with his immediate supervisor. If the matter cannot be resolved here, the employee, accompanied by his supervisor, shall discuss it with his Department Head. If the employee is still dissatisfied and wishes to appeal further, he may appeal to the City Manager. The appeal must be received, in writing, within ten (10) working days of the performance appraisal. Specific reason for disagreement must be furnished by the employee to substantiate the claim. The decision of the City Manager is final.
- 8.9 Effect of Rating.** An employee must receive at least a satisfactory rating in order to be eligible for merit pay increase or promotion. Within ninety (90) days following the receipt of an overall performance appraisal of UNSATISFACTORY, the supervisor shall re-evaluate the employee and discuss a performance improvement plan.
- 8.10 Dual Supervision.** Employees who have been employed under more than one supervisor during the rating period shall be evaluated by the most current supervisor. The most current evaluating supervisor shall consult with previous supervisors, to the extent they are available for consultation, in arriving at the rating, and should indicate the period of time covered by the rating.
- 8.101** Employees who are working for more than one department during the rating period shall be evaluated by the supervisors of each employing department. The evaluating supervisor shall consult each employing supervisor, to the extent they are available for consultation, in arriving at a composite rating.

SECTION 9

HOURS OF WORK AND OVERTIME

9.1 Standard Hours.

- 9.11** Regular working hours for all full-time employees shall be the standard work week of 40 hours except for the Police and Fire Departments.
- 9.12** The Department Head shall prescribe specific starting time, length of lunch break and finishing time for their respective departments.
- 9.13** Employees who must vary from the prescribed hours of work on a regular basis for a legitimate reason must secure supervisory and Departmental Head level approval.

9.2 Exempt Employees.

- 9.21** A list of employees classified as exempt, according to FLSA, is on file in the Human Resources Office.
- 9.22** Regular employees whose compensation is based upon a salary worked in excess of the standard work week with the approval of the City Manager shall be considered exempt if permitted under the FLSA.

9.3 Overtime.

- 9.31** Non-exempt employees shall receive overtime pay or compensatory time for all hours actually worked (i.e., sick leave, vacation and comp-time do not count as hours actually worked; however, Holiday and Personal Day time does count as hours actually worked) in excess of 40 hours per week at the rate of one and one half time their regular rate of pay. Fire and Police Department will be paid overtime compensation after actually working in excess of the hours specified below:

Fire – All hours worked in excess of 76.0 in a 10 day work period for firemen assigned to a 24 hour shift and 80 hours for all others.

Police -- All hours worked in excess of 84.0 in a 14 day work period for officers assigned to 12 hour shift and 80 hours for all others.

- 9.311 Fire Rescue.** The work period shall be 10 days. Based on 24 hours on and 48 hours off, each fireman would be scheduled to work approximately 76 hours in each period including training time. Pursuant to the Fair Labor

Standards Act Section 7(k) and 29 C.F.R. 553, the ten (10) day period allows for 76 hours to be worked before overtime is calculated. Any hours worked preceding 76 hours in a 10 day period, will be considered call back. Call back hours will be paid at regular pay. All hours over 76 will be paid at time and one half the regular rate of pay calculated as follows:

$36.5 \text{ work periods} \times 76 \text{ regular hours} = 2774 \text{ hours}$

$109 \text{ shifts} \times 8 \text{ sleep hours per shift} = 872 \text{ sleep hours}$

$2774 \text{ scheduled hours} - 872 \text{ sleep hours} = 1,902 \text{ hours worked}$

$\text{Annual salary} \div 1,902 \text{ hours} = \text{regular rate} \times 1.5 \text{ for overtime rate.}$

It needs to be noted this is only a method utilized for calculating the regular rate of pay for purposes of calculating an overtime rate of pay and "sleep time" is compensated for.

9.312 Police Officers. For Police Officers assigned to 12 hour shifts the work period shall be fourteen (14) days pursuant to Section 7(k) of the Fair Labor Standards Act and 29 C.F.R. 553, which allows 86 regular hours to be worked before payment of overtime. Police Officers would be scheduled to work 84.0 hours in each fourteen (14) day period before overtime pay is calculated. Overtime rate of pay shall be calculated by taking one and one half times the hourly rate determined by dividing the officers' salary for the fourteen (14) day work period by 80 hours.

9.32 All non-emergency overtime hours worked shall be approved by the appropriate supervisor prior to the hours worked.

9.33 All overtime hours worked shall be indicated on the appropriate time sheet to be submitted to the Payroll Clerk.

9.4 Compensatory Time (Comp Time).

9.41 Non-exempt employees are eligible for comp time.

9.42 All comp time must be approved at the discretion of the Department Head to set the policy and by the Supervisor prior to the hours being worked.

- 9.43** Comp time will be calculated at one and one-half times hours worked in excess of forty (40) hours in any work week (except for Public Safety employees). Public Safety employees will follow the same guidelines as for overtime.
- 9.44** All Compensatory hours worked shall be indicated on the appropriate time sheet to be submitted to the payroll clerk. Accumulated hours will be indicated on each check stub or is available from the payroll clerk.
- 9.45** All compensatory hours in excess of 240 (480 for Public Safety employees) will be paid at the current rate of pay.
- 9.46** At the time of termination, unused compensatory time will be paid at the current rate of pay.
- 9.47** Unless approved by a Department Head or the City Manager or unless the City Manager directs otherwise, all accumulated comp time shall be paid out at the then current rate of pay at the end of the month in March and September of each year; however an employee may request from the payroll office that up to forty (40) hours of accumulated comp time be carried over for future use. Such request shall be made on a form available from the payroll office.
- 9.48** If the employee was on a scheduled vacation or sick leave when working on forced call back, the employee shall elect to use vacation or sick hours or be paid for vacation or sick hours occurring in the pay period, subject to the definition of overtime.

SECTION 10

LEAVE

10.1 Holidays.

10.11 All regular full-time employees shall receive their regular compensation for the following holidays:

New Year's Day. January 1

Martin Luther King's Birthday. Third Monday in January

George Washington's Birthday Observance. Third Monday in February

Memorial Day. Last Monday in May

Independence Day. July 4

Labor Day. First Monday in September

Veteran's Day. November 11

Thanksgiving Day. Fourth Thursday in November

Day after Thanksgiving Day. Fourth Friday in November

Christmas Day. December 25

Personal Leave Day. Employee's choice, one day per year, subject to Department Head's approval, accrues on January 1st following your first anniversary and must be used in the calendar year.

For Police Officers working a twelve (12) hour shift, the personal day will be for twelve (12) hours, for Firemen working a twenty-four (24) hour shift, the personal day will be for twenty-four (24) hours.

All regular employees of the City shall receive, in addition, compensation for any day or part of a day during which the public offices of the City shall be closed by special proclamation of the Mayor with the approval of the City Council.

The holiday as listed above is the holiday for employees that work regular business hours. Exempt and non-exempt regular full-time employees can expect to have the holiday off and will be paid 8 hours holiday pay. If by chance you are called in to work, in addition to receiving 8 hours holiday pay, non-exempt employees will also receive overtime for hours worked.

For non-exempt employees who are scheduled to work on the holiday, you will receive holiday pay and overtime for hours worked unless you worked less than 32 hours for the week. For Fire employees that work 24 hour shifts that include the holiday, they will receive 24 hours of holiday pay and 24 hours overtime, unless you worked less than 52 hours for the week.

- 10.12** When one of the above holidays fall on a Saturday, the preceding Friday will be considered a holiday, and
- 10.13** When one of the above holidays fall on a Sunday, the following Monday will be considered a holiday.
- 10.14** Employees required to work on a regular observed City holiday shall receive their regular pay for hours actually worked on the holiday plus holiday pay at their regular rate for all hours actually worked on that holiday.
- 10.15** Regular employees who wish to observe a religious holiday, which is not a regular holiday, as listed in Section 10.1 above, may take leave not to exceed three (3) days (consequently 8 hours shifts or 1 twenty-four (24) hour shift or 2 Twelve (12) hour shifts). Such leave shall be charged to current vacation or leave without pay.
- 10.16** Any employee absent on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday unless (1) the employee had prior permission from the Department Head to take leave on the day preceding and/or the day following the holiday and (2) the leave is not FMLA Leave, Sick Leave or leave because of an injury or illness covered by workers compensation..

10.2 Vacation Leave.

10.21 Amount. Each regular full-time employee shall earn vacation leave according to the following schedule:

Length of Service	Time Earned Per Month	Per Twelve Month Period	Maximum Accrual
Less than five (5) years	1 work day or 8 hours	12 work days or 96 hours	24 work days or 192 hours
Five (5) years through ten (10) years	1 work day or 10 hours	15 work days or 120 hours	30 work days or 240 hours
Ten (10) years through fifteen (15) years	1 work day or 12 hours	18 work days or 144 hours	36 work days or 288 hours
Fifteen (15) years through twenty (20) years	1 work day or 14 hours	21 work days or 168 hours	42 work days or 336 hours

Length of Service	Time Earned Per Month	Per Twelve Month Period	Maximum Accrual
Over twenty (20) years	2 work days or 16 hours	24 work days or 192 hours	48 work days or 384 hours

Fire Department.

Length of Service	Time Earned Per Month	Per Twelve Month Period	Maximum Accrual
Less than five (5) years	½ work day or 12 hours	6 work days or 144 hours	12 work days or 288 hours
Five (5) years through ten (10) years	2/3 work day or 16 hours	8 work days or 192 hours	16 work days or 384 hours
Ten(10) years through fifteen (15) years	5/6 work day or 20 hours	10 work days or 240 hours	20 work days or 480 hours
Fifteen (15) years through twenty (20) years	1 work day or 24 hours	12 work days or 288 hours	24 work days or 576 hours
Over Twenty (20) years	1.17 work days or 28 hours	14 work days or 336 hours	28 work days or 672 hours

Regular employees hired on or before the fifteenth of the month shall earn vacation leave beginning on the first day of that month. Those hired after the fifteenth of the month shall earn leave beginning on the first day of the succeeding month. One vacation day will be considered as equal to one City working day. Employees changing status from temporary to regular shall earn vacation leave from original day of appointment to a regular employee.

10.22 No vacation leave may be taken until the employee has completed six months of employment. Variations from this policy must be authorized by the Department Head.

10.23 An employee wishing to use vacation leave should submit the appropriate request form to the Department Head at least two weeks in advance unless the Department Head, in his or her discretion, authorizes vacation with shorter advance notice.

10.24 Vacation leave shall be used in units of no less than one hour.

10.25 Accrual. Vacation days accrue from the employee's anniversary date of employment. Pay may not be taken in lieu of vacation except in the case of a terminated employee. Unused vacation beyond the maximum allowed to be accrued shall be forfeited unless otherwise authorized by the City Manager. Employees with 80% or more of their maximum accrual have the option to request up to 40 hours one time annually.

10.26 Terminal Leave. Any regular employee leaving the service of the City shall be compensated for unused vacation leave up to the standard maximum allowed to be accrued if a written notice of 14 calendar days is submitted.

10.27 Vacation records shall be kept in accordance with administrative policy, and vacation leaves shall be scheduled by the Department Heads with regard to employee seniority, operating requirements, and employee requests.

10.28 Any official holiday, as set forth in these policies, which occurs during an employee's scheduled vacation shall not be considered as a day of vacation.

10.3 Sick Leave.

Policy Statement. Employees are expected to attend work and to be working in a regular and predictable manner. Failing to do so is legitimate grounds for dismissal, with or without fault. The City's sick leave policies shall be construed to be consistent with the Family and Medical Leave Act, and applicable federal, state and local laws.

Absenteeism creates numerous problems, especially unscheduled absences.

Problems include pay for absent workers, costs associated with replacements, and morale problems for those who must compensate for the absent employee. The quality of service to the community suffers as well.

Regular and predictable attendance is considered to be the first essential function of every employee's job working for the City of Excelsior Springs. Members who cannot, or will not, fulfill their responsibilities, regardless of fault; create cause for management to take one or more of the actions outlined in Section 13.2 Cause for Disciplinary Action.

10.31 Amount. All regular full-time employees shall earn sick leave at the rate of one (1) work day or eight (8) hours per month. All regular full-time Fire Department employees working 24 hour shifts shall earn sick leave at the rate of one half (1/2) of a work day or 12 hours per month. All regular full-time employees hired on or before the fifteenth of the month shall earn sick leave on the first day of that month. A regular full-time employee hired after the fifteenth of the month shall begin to earn leave on the first day of the succeeding month. Employees changing status from temporary to regular shall earn sick leave from day of appointment to a regular employee.

Sick leave shall be used in units of no less than one hour.

10.32 When Taken. It is the policy of the City of Excelsior Springs to provide sick leave benefits to allow employees time away from work specifically for the purpose of recuperating from medical illness or injury, or caring for a medically ill or injured immediate family member. Sick leave may not be used just because it has been accumulated.

Sick leave is an earned and conditional benefit for the purpose of providing financial resources to employees who become unable to attend work due to personal or family-related illnesses. Employees who abuse these privileges are subject to corrective and disciplinary action up to and including termination.

Abuses of the Sick Leave Policy will be investigated and taken into account on an employee's annual and/or probationary evaluation. If unauthorized use or abuse of sick leave is substantiated, an employee may be subject to corrective and/or progressive discipline up to and including dismissal.

Sick leave shall be used:

10.321 When employees are incapacitated by sickness or injury or disability.

10.322 Quarantine of an employee by a physician.

10.323 Serious illness or death in the immediate family requiring the employee to remain away from work. The maximum amount of time shall be at the Department Head's discretion.

10.324 Medical, dental, or optical examinations or treatment of any employee or a member of his/her immediate family, when such appointments cannot be scheduled during non-working hours.

10.33 Notification. If an employee needs to take sick leave, it is his/her responsibility to notify his/her supervisor, or designated person in advance of the start of the shift in accordance with departmental policy. Such notification shall begin with the first working day of absence and shall continue for each succeeding sick day, unless the employee has already notified his/her supervisor, or designated person of:

10.331 A date on which employee's doctor had determined that employee should return to work;

10.332 Employee has been or will be hospitalized and the expected return date is unknown;

10.333 Sick Leave Use Form and Medical Documentation.

If an employee who regularly works an 8 or 10 hour shift is absent for three consecutive work days (24 hours) or if an employee who regularly works a 12 hour or 24 hour shift is absent for two consecutive work days (24 hours for a Police Department Employee working a 12 hour shift or 48 hours for a Fire Department employee working a 24 hour shift) if Leave Request Forms are required for any employee absent for more than five (5) 8 to 10 hour shifts, 4 12 hour shifts or 3 24 hour shifts in a calendar year for illness or injury, the employee is required to obtain a written verification of illness or injury from his/her healthcare provider and furnish it to his/her supervisor. The employee will not be compensated for paid sick leave without the required documentation from the employee's Healthcare Provider, and the required documentation will be necessary in these instances for utilization of sick leave benefits.

Failure to provide proper notification for all instances of sick leave usage may result in sick leave not being granted.

An employee who calls in sick due to the employee's own illness is considered to be incapacitated and unavailable for work of any type for the twenty-four hour period following his/her scheduled start time. An employee who is found to have engaged in any activity which is inconsistent with such incapacity (e.g., performing work for another employer, etc.) during such period shall be subject to disciplinary action. This City policy shall be construed consistent with the Family and Medical Leave Act and applicable federal, state and local laws. The employee is considered sick until they return to work.

10.34 Accrual. For all regular employees sick leave credit may be accumulated to a maximum of 120 days or 960 hours. For all regular Fire Department employees working 24 hour shifts, sick leave credits may be accumulated to a maximum of 60 days or 1,440 hours. The provisions of this subsection shall not be retroactive, and no action is to be taken concerning those Fire Department employees who have exceeded the 60-day accrual. Sick leave that has exceeded the 60-day accrual may be used in accordance with the sick leave policy.

10.35 Unused Sick Leave. Any employee terminating from City service shall not be allowed the use of sick leave in the last two calendar weeks of employment unless there is a physician's confirmation. Unused sick leave for all regular employees will be compensated for in the ratio of one day for every four days in excess of 30 accumulated sick leave days or 240 hours to a maximum of 22.5 days or 180 hours upon resignation, retirement, or lay-off. Unused sick leave for all regular Fire Department employees will be compensated for using the 60 day accrual in the ratio of one for every four days in excess of 30 accumulated sick leave days or 720 hours to a maximum of 7.5 days or 180 hours upon resignation, retirement, or layoff.

10.351 No Borrowing of Sick Leave. Employees are not permitted to borrow or lend or transfer sick leave to a co-worker except with permission of the City Manager.

10.36 Abuse of Sick Leave Policy. Should an employee have an attendance, tardiness, or absenteeism problem, management will make a case-by-case analysis to determine appropriate corrective action.

Based on suspicion of misuse or abuse of the City's sick leave, management maintains the right to investigate any employee's absence.

Abusive absenteeism is taking leave in a manner for which it was not intended. For example, using sick leave in direct proportion to the amount of time earned, or using it as soon as it is earned, or using it in a predictable pattern, is evidence of abusive use. Employee fault may or may not be a necessary element of cause in proving this offense.

Absenteeism granted by state, federal or local laws are not included, and this policy shall be construed to be consistent with the Family and Medical Leave Act and applicable federal, state and local laws.

10.37 No refund of vacation leave shall be allowed for illness incurred while on vacation.

10.38 Injury Leave and Worker's Compensation. Employees injured on the job are covered by the Missouri State Worker's Compensation Act until final disposition of the injury is made. To implement this policy, the following procedures shall be followed:

10.381 The employee shall immediately report any injury, regardless of the extent, to the immediate supervisor and the City's Worker's Compensation provider First Nurse at 855-477-2266 and use Rx Group No. BM2148; Rx Bin 010553 which is the code for employees of the City of Excelsior Springs.

10.382 The immediate supervisor shall see that proper first aid treatment is received, that the injured employee follows direction of City's Worker's Compensation Provider, or in case of extreme emergency, call 911.

10.383 The Department Head shall inform the City Manager and the Human Resources Department of the action taken.

10.384 The insurance company issuing the Worker's Compensation policy shall make all necessary remittances under covered claim.

10.385 An employee receiving workers compensation benefits from the City's workers compensation insurance carrier will not receive additional pay or benefits from the City beyond those provided by the City's workers compensation carrier other than the amount the City typically pays for its share of medical insurance, dental insurance, vision insurance, life insurance, and long term disability insurance benefits. To the extent that the employee has family medical insurance and/or normally pays a portion of any group insurance provided by the City, the employee will be billed for and will be required to timely pay the employee's share of all such insurance charges.

10.4 Leave Without Pay. The City Manager may, in his/her sole discretion, authorize leaves without pay for full-time regular employees for travel or study or for an illness or disability or maternity leave extending beyond the employee's accumulated sick leave or FMLA leave.

10.41 Such leave shall not exceed six (6) months unless required by law.

10.42 Leave without pay for the purpose of travel or study shall be granted, upon written request of the employee, only when it is in the City Manager's opinion, in the best interest of the City and will not cause undue or unnecessary imbalance, hardship or difficulty for the City.

- 10.43** Employees on leave without pay for travel or study shall not accrue seniority for the purpose of merit increase or promotion consideration.
- 10.44** Employees on leave without pay for any purpose shall not accrue vacation and sick leave but during such leave, the employee shall consistent with legal requirements and the terms of applicable insurance and benefit policies be entitled to continue insurance and other benefits by continuing to pay the employee's portion of such benefits while on leave without pay.
- 10.45** Upon expiration of leave without pay, the employee shall return to work in the position held at the time leave was granted unless it can be shown that the position has been filled by other than a temporary employee because of "business necessity" or unless it would be an undue hardship on the City to return the employee to active duty. In such case, the employee should be given consideration in hiring for any other job for which qualified by job descriptions set forth by the City for the following six (6) months if the employee applies for such job. Failure, without good cause, of the employee on leave to report promptly when the leave has expired, shall be considered a resignation.
- 10.5 Military Leave.** This policy applies to all employees of the City. This policy conforms to all State and Federal Law and in any instances where City policy may conflict with the statutes, rules and regulations promulgated under the "Veterans' Re-employment Rights", and/or "Uniformed Services Employment and Re-employment Rights Act of 1994" ("USERRA") and/or other applicable Federal and/or State Laws those laws shall prevail.
- 10.51** A military leave of absence shall apply to any employee who volunteers or is called to active military duty, as well as reservists and National Guard members who volunteer or are called to active duty. It is immaterial under the law whether that duty is voluntary or involuntary. The same rights shall apply to both categories.
- 10.52** City employees beginning a military leave of absence shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of this state at the call of the governor and as ordered by the adjutant general without regard to length of time, and for all periods of military services during which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty (120) hours in any federal fiscal year.

- 10.53** Before payment of salary is made covering the period of the leave the employee shall file with the City of Excelsior Springs an official order from the appropriate military authority as evidence of such duty for which military leave pay is granted which order shall contain the certification of the officer or employee's commanding officer of performance of duty in accordance with the terms of such order.
- 10.54** No member of the organized militia shall be discharged from employment by the City of Excelsior Springs because of being a member of the organized militia, nor shall they be hindered or prevented from performing any militia service they may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing their service in the militia by threat or injury to them in respect to their employment.
- 10.55** Notwithstanding the provisions of any other administrative rule or law to the contrary, any person entitled to military leave pursuant to the provisions of subsection 10.52 of this section shall only be charged military leave for any hours which that person would otherwise have been required to work had it not been for such military leave. The minimum charge for military leave shall be one hour and additional charges for military leave shall be in multiples of the minimum charge.
- 10.56** For those employees called to longer periods of military duty beyond 30 days, City-paid benefits, with the exception of retirement, will cease but will be restored upon return to City service.
- 10.57** After the one hundred twenty hours of paid military leave is utilized, those employees faced with a personal financial hardship because of being called to active duty (either reservists, National Guard or regular service), may request in writing and the City will permit the cash-out of annual leave accumulations and sick leave accumulations (25% rule applies).
- 10.58** Any employee, upon termination of active duty, shall be entitled to return to City service to the extent and subject to the conditions required by Federal and Missouri Law which will generally involve return to City service at a level equivalent to the position held at departure with full restoration of all employees' rights and benefits or where leave was covered by USERRA to the position that he or she would have attained with reasonable certainty if not for the absence due to uniformed service.
- 10.59** The military leave of absence will cease upon the termination of active duty and the employee is required to contact the City within a two-week period of such

active duty termination or at such earlier time as may be permitted by law. If the City is not notified within the period and has knowledge of the cessation of the employee's active duty, said employee will be placed in a leave without pay status pending further information from or about the returning employee. The City will then take such action as is required or permitted under applicable law.

10.6 Jury Duty. A regular full-time employee may receive leave with pay when required to serve on a jury and the jury duty conflicts with regular working hours. For any day during which the employee spends time engaged in jury duty service, the City will pay the employee his/her regular pay for that day if the employee delivers to the City and endorses over to the City the check that the employee receives for jury duty. If an employee is released from jury duty before the end of the employee's shift at the City, the employee shall report to duty at the City and perform duties for the City until the end of the Employee's regular shift.

10.7 Funeral Leave. A regular full-time employee will be granted not to exceed 40 hours (48 hours for personnel working a 24 hour shift) of paid leave in order to arrange and attend the funeral of the employee's spouse or child, including adopted child or stepchild.

A regular full-time employee will be granted not to exceed 24 hours of paid leave in order to arrange and attend the funeral of an immediate family member of the employee.

A regular full-time employee will be granted not to exceed one (1) 8 or 10 hour day or 12 hour shift of paid leave in order to attend the funeral of an aunt; uncle; and family members of the employee or of the spouse of the employee.

Any such leave above shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral.

10.8 FMLA Leave Request. For employees needing time beyond accumulated sick leave, the City Manager may authorize leave without pay as set forth in Section 10.4 of these Policies and as required by law. Failure to return at the end of the leave of absence shall constitute a resignation.

10.9 Disability Leave. A City employee who is temporarily disabled in the line of duty shall receive any accrued sick leave benefits prior to the time of becoming eligible to receive Worker's Compensation Benefits. While the employee is receiving Worker's Compensation benefits, the employee will not receive additional pay or benefits from the City beyond those provided by the City's workers compensation carrier other than the amount the City typically pays for its share of medical insurance, dental insurance, vision insurance, life insurance, and long term disability insurance benefits. To the extent that the employee has family medical insurance and/or normally pays a portion

of any group insurance provided by the City, the employee will be billed for and will be required to timely pay the employee's share of all such insurance charges.

10.91 Conditions. The following are conditions of disability leave eligibility:

10.911 Provided that the disability resulted from an injury or illness sustained directly in the performance of the employee's work as provided in the State Worker's Compensation Act.

10.912 If incapacitated for regular assignments, the employee may be given other duties within the City government for the period of recuperation. Unwillingness to accept such assignments as directed by the Department Head or the City Manager will make the employee ineligible for disability leave during the time involved.

10.913 A licensed medical doctor of the City's choice and at the City's expense shall determine the physical ability of the employee to continue working or to return to work.

10.914 Liability of the City for any portion of continued group insurance benefits shall not exceed the time period for which such insurance benefits are payable under the Family and Medical Leave Act.

10.10 Family and Medical Leave.

City employees who have worked at least 1,250 hours during the twelve month period immediately preceding the commencement of the requested leave and who have been employed by the City for at least twelve months (the twelve months need not be consecutive months) and who meet the other requirements of the Family and Medical Leave Act (FMLA), may be eligible to take up to twelve (12) work weeks or 480 hours of unpaid FMLA leave in a rolling 12-month period measured backward from the date an employee uses any FMLA leave for the following reasons calendar year for the following reasons:

1. Birth and care of a newborn child of the employee;
2. Placement of a child into the employee's family for adoption or by a foster care arrangement;
3. Care of the employee's spouse, son or daughter or parent (but not parent in-law) who has a serious health condition;

4. Inability of the employee to perform the functions of the position due to a serious health condition;
5. Because of any qualifying exigency (as defined by the Secretary of Labor's regulations and the Family and Medical Leave Act of 1993, as amended) arising out of the fact that the spouse, or a son, daughter, or parent (but not parent in-law) of the employee (a) is on covered active duty as a member of the regular Armed Forces during deployment to a foreign country or (b) is a member of the National Guard or Reserves and is deployed to a foreign country or is under a call or order to active duty under a provision of law providing for exigency leave under the FMLA. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings;
6. To care for an injured or ill service member. This leave may extend to up to 26 weeks in a 12-month period for an employee who is the spouse, son, daughter, parent (but not parent in-law) or next-of-kin of a current member of the Armed Forces (including a member of the National Guard or Reserves) who is (a) undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy;
7. The term "serious injury or illness" for purposes of subparagraph 6 of section 10.10 (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period described in paragraph 6(b) above, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran; and

8. Leave to care for an injured or ill service member is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

10.101 Length of Leave. An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any calendar year.

Eligible employees requesting leave due to the birth of a child, placement of a child for adoption or foster care, or a serious health condition of the employee, or the employee's spouse, parent or child are entitled to up to twelve workweeks, or 480 hours, of family medical leave in a rolling 12-month period measured backward from the date an employee uses any FMLA leave. An eligible part-time employee is entitled to twelve work weeks of FMLA leave (e.g., if that person regularly worked four days per week, that person would be eligible for up to 48 work days or 384 hours of FMLA leave).

The right to FMLA leave for the birth and/or placement of a child into an employee's family may only be taken within twelve months after the date of the birth or placement of the child.

10.102 Married couples who work for the City. If a husband and wife both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the City and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

10.103 Concurrent Leave. Employees must use any accumulated sick leave, vacation time, or paid time off (PTO) to the extent available during FMLA leave unless such leave is covered under workers' compensation, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay. Leave taken pursuant to a disability leave plan and leave taken because of an injury or illness covered by workers compensation shall count toward FMLA leave time to the extent allowed by law. An employee using any type of paid leave concurrently with FMLA leave must follow the same terms and conditions of the City's policy that apply to other employees for the use of such leave. The employee is entitled to unpaid FMLA leave if he or she does not meet the City's conditions for taking paid leave, but the City Manager may waive

any procedural requirements for the taking of any type of paid leave or any other variations from this FMLA policy.

10.104 Serious Health Condition. For purposes of this policy and subject to legal requirements, a serious health condition means an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two timely visits to a health care provider or one timely visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

10.105 Intermittent Leave. When medically necessary for a serious health condition, military caregiver leave or for a qualifying exigency, FMLA leave also is available on an intermittent or reduced schedule basis. When an employee requests intermittent leave or leave on a reduced hour's basis, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the employer's operations. The City may, where consistent with legal requirements, require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave. The temporary position will have the equivalent pay and benefits as the employee's regular job.

10.106 Notice of Leave. When requesting leave, the employee must:

1. Supply sufficient information for the City to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of the leave;
2. Give at least thirty (30) days' notice, or as soon as practical (generally the same or next business day) if leave starts in less than thirty (30) days or if the need for leave is not foreseeable and comply with the City's usual and customary notice and procedural requirements for requesting leave (if you are not able to notify the City of the need for leave personally because of illness, you should ask someone else to call on your behalf, and unless impossible because of medical emergency, you should give at least a minimum of 1 hour's notice before the start of your shift for unforeseeable leave if more advanced notice is not practical). Notice

shall be given to the Department Head or the Human Resources Coordinator. Notice for all other types of unforeseeable leave shall also be given to the Department Head or the Human Resources Coordinator under the same time frames as specified in this paragraph;

3. Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the City, subject to the approval of the health care provider; and
4. Cooperate with all requests for information regarding whether absences are FMLA-qualifying.

Failure to comply may result in leave being delayed or denied.

10.107 Medical and other Certifications. Employees will be required to provide a medical certification if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined.

The City, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, the City may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

The employee must provide a copy of the appropriate certification to the City within fifteen (15) days of receipt of the form from the City. The City may require subsequent recertification on a reasonable basis consistent with legal requirements. FMLA certification forms are available from Human Resources or your supervisor.

10.108 Fitness for Duty Certifications. Because the City wishes to ensure the well-being of all employees, any employee returning from FMLA leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An

employee who fails to provide an FFD certification may be disciplined or terminated.

FFD certifications may be required when an employee returns from intermittent FMLA leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

10.109 Maintenance of Benefits. The City will maintain health-medical care benefits for the employee while on FMLA leave, but the employee participating in health-medical insurance programs is responsible for paying their normal monthly employee contribution. Additional benefits that the employee is receiving such as vision and life insurance may be continued at the employee's expense to the extent there is a charge for the employee to continue to receive such benefits during the unpaid portion of the leave. Failure to pay applicable premiums by the employee while on FMLA leave or thereafter will result in the loss of insurance and other benefits to the extent allowed by law. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the City for the cost of any premiums paid by the City for maintaining coverage during the leave period to the extent allowed by law. All other benefits (i.e., vacation pay, holiday pay, sick leave, etc.) cease to accrue during FMLA leave and other leaves (e.g., leave because of an injury or illness covered by workers compensation and sick leave) whether the leave is paid or unpaid. However, for the purposes of vesting and eligibility to participate in the retirement plan, any period of FMLA leave is treated as continuous service.

Except for certain "key employees," upon return from FMLA leave, employees will be restored to his or her original position or an equivalent position with equivalent pay, benefits and other employment terms. You will be notified if you are considered a "key employee."

The City may require employees to report periodically on their status, and the intention on the part of the employee to return to work, and City may also require periodic recertification of the medical condition consistent with legal requirements.

10.110 Return from Leave. Upon return from leave, the employee will be restored to his/her original or an equivalent position. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with the City. Employees who do not return to work at the end of their leave will be terminated unless they request and are entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act.

10.111 Interpretation of Policy and State and Local Laws. This Policy shall be interpreted consistent with applicable law and regulations. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The City reserves the right to apply the terms of the FMLA and the FMLA regulations to any individual circumstances. See Employee Rights and Responsibilities under the Family and Medical Leave Act (WHD Publication 1420 Revised January 2009) which is attached to this Policy. If state laws offer more protection or benefits, the protection or benefits provided by those laws will apply.

10.112 If you have Further Questions. If you have further questions about FMLA leave or your entitlement to FMLA leave or if you are not sure if a particular situation qualifies for FMLA leave, please contact Human Resources or if Human Resources is unavailable, contact your Department Head.

SECTION 11

EMPLOYEE BENEFITS

- 11.1 Insurance Programs.** The City provides health insurance coverage effective first day of month following employment, dental insurance coverage, and vision insurance coverage, first day after first month and life insurance coverage for its regular full-time employees.
- 11.10 Status Change.** An employee whose status is changed from temporary to regular shall earn applicable benefits from the original day of appointment as a regular employee.
- 11.11 Cost.** Employees will be advised of any costs for employee only coverage. Family coverage is available at an extra cost to the employee. These costs are subject to change, and the City retains the right to change, alter or terminate any type of benefits and insurance in its sole discretion at any time.
- 11.12 Policy Information.** The Human Resources Department shall be responsible for seeing that participating employees are provided with adequate information on policy coverage and with any forms necessary to make a claim against one of the insurance programs.
- 11.2 Pension Plan.** A retirement program, which is in addition to Social Security benefits, is provided by the City. Known as LAGERS (Local Area Government Employee's Retirement System), the system is in use throughout the State of Missouri. All eligible regular employees must be members of the retirement system, and with the City contributing on behalf of the employees. Retirement program details are available through the Human Resources Office.
- 11.21 Deferred Compensation.** The City offers deferred compensation programs in which the regular employee may wish to contribute a percentage of their salary.
- 11.3 Organization Memberships.** Department Heads and other employees at the Department Head's discretion are eligible for reimbursement by the City for initial fees and periodic dues requisite for memberships in professional organizations when such memberships are deemed by the City Manager to be advantageous to the City.
- 11.4 Minimum License and Training Requirements for the Positions Held.** The City may pay for utility licenses, lifeguard certifications and commercial driver's licenses, if approved in advance by the Department Head, however, if the employee shall leave the city's

employment within two years of receiving such training, the cost of such training less value received (value = $1/24^{\text{th}}$ of training cost x # months worked following training) shall be deducted from compensation and/or other sums that may be due to the employee at the time of such separation of service from the employee's final check. Employees will be required to sign a reimbursement agreement as a condition of approval. This provision shall be construed to be consistent with applicable law, and deductions will not be made to the extent that they would reduce the employee's pay below the applicable federal minimum wage.

- 11.5 Tuition.** Enrollment in an advanced degree program must be authorized by the City Manager in writing in advance of enrollment. The City will pay for the full tuition or registration, books, supplies and travel expense for all training required as a condition of employment. Tuition or registration will be paid for any other authorized training, and only when budgeted funds are available. Books, supplies and travel expenses may be covered at the discretion of the City Manager. Registration for approved training shall be reimbursed upon presentation of expense receipts, or paid to the vendor directly by the City.

Employee reimbursement to the City for training and travel expenses will be required under the following circumstances:

- (1)** If any authorized training, except training required as a condition of employment, is not completed satisfactorily with a passing grade of at least a "C", or "pass" (under the pass-fail system), prior to separation from City employment, the employee will reimburse the City one hundred percent (100%) of all City payment for such training.
- (2)** In return for substantial commitment of resources, the City of Excelsior Springs will require a commitment of time by the employee receiving the tuition reimbursement. For employees who are pursuing a degree program, registration or certification, except training required as a condition of employment, the City will require and the employee will agree to commit two (2) years of service. The commitment period starts after the employee has earned their degree, registration or certification.

If an employee leaves City employment within one (1) year, for any reason, they will reimburse the City one hundred percent (100%) of all City payments for such training.

If an employee leaves City employment after one (1) year of the two (2) year commitment period, for any reason, they will reimburse the City at the rate of

one-twelfth (1/12) of the City's payment for each month remaining in the twelve months of the second (2nd) year period following completion of such training.

For programs not requiring a tuition cost, but requiring a substantial commitment of time away from their normal work schedules (i.e. National Fire Academy, FBI National Academy, etc.) Those employees will adhere to the same commitments as stated above. Their reimbursement amount to the City is for their salary paid to them for the duration of the training.

To ensure this provision is adhered to, the City and employee will enter into a written agreement for reimbursement of tuition amounts paid to the employee or paid on behalf of the employee. Said reimbursement will be known as default payments. The employee will provide the City the right to deduct any default payments owed from the employee's final check with the City of Excelsior Springs. In the event the separation check is not sufficient to cover the default payment, the employee recognizes they owe a debt to the City of Excelsior Springs and shall make arrangements satisfactory to the City to satisfy this obligation, which arrangements may include the City requiring that the employee sign a promissory note to pay this indebtedness to the City.

This provision shall be construed to be consistent with applicable law, and deductions will not be made to the extent that they would reduce the employee's pay below the applicable federal minimum wage.

11. 6 Credit Union. The employees have access to a City credit union. Specific information regarding this benefit can be obtained from the Human Resources Department.

11. 7 Employee Assistance Programs. In addition to the normal medical, dental and vision benefits, the City of Excelsior Springs also provides an Employee Assistance Program (EAP) on behalf of all full-time regular employees.

11. 71 The program provides various forms of psychological services to employees and their dependents inclusive of stress, family problems, depression, drug and alcohol abuse counseling. The program is entirely confidential (the employer is not notified of a particular employee's counseling or problems).

11. 72 This benefit is City-paid and is available for employees to use at their discretion. The employer may also recommend such services to the employee when the need warrants such recommendation.

11. 73 For a further explanation of the details of this assistance plan, contact the Human Resources office. You can also find out about the current EAP by visiting

www.guidanceresources.com (Web ID=Lincoln) or talk with a specialist at 855-327-4463.

11. 8 Flexible Benefit Program Section 125. The City maintains a Section 125 program for all eligible employees. Under Section 125 of the IRS Code, employees may choose among the benefits of a flexible benefit plan.

11. 81 It permits pre-tax dollars to be established for medical premium payments, dependent care coverage, and medical expenses (an FSA account).

11. 9 Health Benefits after Retirement. The City will permit an employee that retired prior to August 7, 2018 to continue participation in City-sponsored health insurance programs. The retired employee may continue said coverage until age 65 is reached or he/she becomes eligible for Medicare, whichever is first. The retired employee will pay the full premium cost of any coverage for himself/herself and any eligibly enrolled dependents.

11. 10 Immunizations. The City will provide immunization shots to any employees whose duties require exposure to infectious diseases.

11.11 COBRA Policy. Summary of rights and obligations regarding continuation of Group Health Plan coverage.

11.111 Federal law requires employers our size, who sponsor group health plans, to offer employees and their families the opportunity to elect a temporary extension of health coverage (called "COBRA") in certain instances where coverage under the City Group Health Plan would otherwise end.

11.112 When COBRA is elected by the employee, the full cost of coverage reverts to the employee who will be charged 102% of the monthly premium for a similarly situated plan participant who is not receiving COBRA.

11.113 This policy is intended to summarize, as best as possible, employee rights and obligations under the law. The law, however, is not clear on some points and is interpreted by Federal agencies and the courts. Congress also often changes the law and as such, this policy is subject to change without notice as interpretation or changes of law occur. This policy shall be construed to conform to current applicable law.

11.114 Qualifying events: Employees of the City of Excelsior Springs who are covered by its Group Health Plan have a right to elect continuation coverage if they lose coverage under the Plan because of any one of the following two "qualifying events":

- 1) Termination of employment (other than due to gross misconduct); or
- 2) Reduction in the hours of employee's employment, thereby causing a loss of group medical coverage.

If the spouse of an employee is covered by the Group Health Plan, that spouse also has the right to elect continuation coverage if the spouse loses coverage because of any of the four "qualifying events":

- 1) The death of the spouse's spouse (the employee);
- 2) A termination of employee's employment (other than due to gross misconduct) or reduction in employee's hours of employment with the City, causing a loss of coverage;
- 3) Divorce or legal separation from the employee; or
- 4) Employee becomes entitled to Medicare benefits.

In case of a dependent child of an employee covered by the Group Health plan, he or she also has the right to elect continuation coverage because of any of the following five "qualifying events":

- 1) The death of the employee parent;
- 2) The termination (other than due to gross misconduct) or reduction in hours of the employee parent;
- 3) Parent's divorce or legal separation;
- 4) The employee parent becomes entitled to Medicare benefits;
- 5) The dependent ceases to be a "dependent child" under the Group Medical Plan.

11.115 Under the law, the employee of a family member has the responsibility to notify the City Human Resources Office of a divorce, legal separation, or a child losing dependent status under the current City Group Medical Plan. Notice of any above-mentioned qualifying event must be given to Human Resources no later than sixty (60) days after the date coverage would be lost under the Group Medical Plan because of the event. If there is a failure to give this notice during the 60 day period, the person eligible for continued coverage will not be offered the option to elect coverage to continue medical benefits. Notice of termination or reduction in hours, which causes coverage loss, requires that a COBRA election must be given by the City automatically to all affected parties. This will be done by certified mail and a form letter, which fully explains COBRA rights, will be sent.

11.116 Election to continue coverage because of a qualifying event must be given to the City within 60 days after the later of the date coverage ends or the date the

election notice is provided. If there is a failure to elect continuation coverage within this 60 day period, the right to elect such coverage will be lost. If coverage is elected, the City must provide the same coverage as was in effect just prior to the qualifying event. It shall be the policy of the City to charge for premium costs on all COBRA covered individuals. This premium charge will be at 102% of the prevailing premium charge for similarly situated participants. For the qualifying event of the death of a spouse (the employee) or the qualifying event of the death of an employee parent, the City will pay 100% of the premium cost for the 60 day election period after coverage ends.

11.117 For the qualifying events of: Death, divorce, legal separation, or Medicare entitlement, the duration of COBRA coverage is expanded to 36 months.

11.118 For the qualifying events of: Termination (other than due to gross misconduct) or reduction in hours, the duration of COBRA coverage is limited to 18 months or 29 months if determined under Title II or XVI of the Social Security Act, to have been disabled as of the date of termination of employment or reduction in hours or anytime within 60 days following a COBRA qualifying event.

11.119 Questions regarding COBRA coverage should be directed to the City Human Resources Office.

11.12 Indemnification. The City of Excelsior Springs may, in its discretion, defend, save harmless, and indemnify any employee, officer or public official, whether elected or appointed, against any tort, professional liability claim, other claims or damages, excluding punitive damages, arising out of an alleged act or omission occurring in the performance and scope of the employee's, officers' or public official's, whether elected or appointed, duties on behalf of the City.

The City will only undertake such indemnification if it determines that the act or omission giving rise to the subject action was: (a) within the course and scope of employment or duty for the City; (b) done in good faith and without fraudulent, corrupt, malicious, or felonious intent; and (c) undertaken with a reasonable belief that the action was in or not opposed to the best interests of the City. To determine whether these conditions have been met, the City shall undertake an investigation described in Section 11.121 below.

11.121 Notification; Investigation. Any person seeking indemnification from the City shall, in the event of any occurrence and upon receipt of notice of any claim, suit, action or proceeding, within five (5) days notify in writing the City Manager of the City of the identity of the person seeking indemnification and other reasonable information and shall at all times fully cooperate with the City. The

City shall conduct a preliminary investigation within five (5) days of the receipt of such notice or such other longer time as may be reasonable under the circumstances, to confirm that the act or omission, which is the subject of the claim or action, is within the parameters set by this Policy. Upon confirming such, the City shall take all actions necessary to comply with Section 11.122 below, unless and/or until it determines upon subsequent investigation that providing a defense and/or indemnification is not consistent with this Policy or is not in the best interests of the City.

11.122 Should the City determine that the subject action was committed within the course and scope of the employee's, officer's or public official's, whether elected or appointed, employment or duty for the City, and was made in the good faith without felonious, malicious or fraudulent intent, and was undertaken with a reasonable belief that the action was in or not opposed to the best interests of the City, the City shall:

11.1221 Provide, at the City's expense, a legal defense to all claims or suits; and

11.1222 Indemnify the employee, officer or public official, whether elected or appointed, from any loss by settlement or judgment.

The City shall not be obligated to pay any claim or judgment or expense, including attorneys' fees, unless or until the benefits of any insurance, whether provided by the City or by the person seeking indemnification, has been exhausted and in no event in excess of \$100,000 for any one claimant or an aggregate of \$150,000 for all claims arising out of and upon the same act or an aggregate of \$150,000 during any one calendar year. The City shall have the right and duty to provide legal representation through the City Attorney, or in its discretion, through the selection of outside counsel, to any party seeking indemnification.

11.123 Denial of Indemnification. The City shall not indemnify any employee, officer, or public official, whether elected or appointed, in any manner under this Policy when:

11.1231 The act or omission, which gave rise to the proceeding, is not within the employee's, officers', or public official's, whether elected or appointed, course and scope of employment or duty;

11.1232 The act or omission which gave rise to the proceeding was fraudulent, corrupt, malicious or felonious; or

11.1233 Defense of the action by the City would create a conflict of interest between the City and employee, officer, or public official, whether elected or appointed; or

11.1234 The City determines in its discretion that providing a defense or indemnity would adversely affect its immunity or insurance coverage.

11.124 Nothing in this Section shall be construed to broaden the liability of the City, its public officials, whether elected or appointed, its employees, officers or agents, nor to abolish or waive any defense or immunity provided by law or in equity which might otherwise be available to the City, its public officials, whether elected or appointed, its employees, officers or agents. The indemnification provided in this Policy is intended for the personal and joint protection and welfare of the City, its public officials, employees, officers and agents, and no such person may assign, sell, pledge, hypothecate or in any other manner anticipate or dispose of such right to indemnification. No party recovering any such judgment, fines, amounts paid as a settlement or compromise of a claim or cause of action, or expense, including attorney's fees, against a person eligible for indemnification, can sue the City to recover or enforce any claim for indemnification.

11.13 Take Home Vehicles Policy. Take home vehicles are permanently assigned City vehicles that employees have been authorized to drive to and from their residence. The City's primary interest with regard to take home vehicles is to achieve a balance between the City's responsibility to provide its staff with the tools to do their jobs and its responsibility to use public resources in a prudent manner by minimizing unnecessary cost and liability associated with take home vehicles.

11.13.1 General Policy. Department Heads, and designated personnel with a need for a vehicle will be allowed to take home a city vehicle if they live within the corporate limits of the City of Excelsior Springs or within a 2 mile limit of the corporate boundaries. Exceptions at the Department Head's discretion with City Manager approval.

11.13.2 Requirements for Use of City Vehicles.

- A. Any person operating a City owned vehicle must maintain a valid Missouri Operator's license and/or CDL operator's license, as applicable. At any time an employee does not have a valid Missouri Operator's License or his/her driving privileges are suspended or revoked, he/she shall immediately notify his/her supervisor and Human Resources, and shall not operate a city owned vehicle until such time as the employee

has regained the requisite license. Any person operating a City owned vehicle will consent and sign any necessary consent forms if requested by the City to allow the City to check with the Department of Revenue on the current driving record of any such person or provide a valid driver's license upon request.

B. Also see **Section 16, Risk Management**.

11.13.4 Operators Responsibilities. Operators are responsible for each of the following when using a City vehicle.

- A. Ensuring that city vehicle is locked and secured when unattended or parked.
- B. Checking fuel levels, oil, tires, head and tail lights, and turn indicators before use.
- C. Performing Missouri mandated vehicle inspections (if required).
- D. Using seat belts when vehicle is in motion. No employee will disable any safety restraint system or any portion or part of it, such as an audible or visual warning indicators relating to seat belt use. Requiring all passengers to use seat belts when vehicle is so equipped.
- E. Operating vehicle in a safe and law abiding manner.
- F. Use of a phone, including texting, while operating a motor vehicle (while the vehicle is in motion) is prohibited, except with the use of a hands-free device. Calls may be made using a phone without a hands free device only for emergency purposes, including but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency.
- G. Smoking is not allowed in City Vehicles (See **Smoking Policy, Chapter 15, and Section 15.8**)
- H. Persons not employed by the city may only be carried as passengers when their transportation has a direct connection with City business.
- I. Personal use of City vehicles is not allowed.
- J. Violation of this policy may result in disciplinary action up to and including termination.

11.13.5**Taxation of Use of Vehicles.**

- A. Employees with take home vehicles will maintain a written daily log of total mileage and total mileage other than for City business (including commuting mileage). On an annual basis each employee will certify to the City that he or she has such written records and will summarize the total annual mileage and total annual mileage other than for city business.
- B. Use of take home vehicles for other than City business is taxable income to the employee. The City will use the standard mileage rate for valuing personal use.

SECTION 12

TRAVEL AND CONFERENCES/WORKSHOPS/SEMINARS

12.1 General Policy. Employees will be reimbursed for authorized expenses incurred on behalf of the City and when traveling on City business.

12.2 Travel Authorization. For all travel outside the City of Excelsior Springs, travel authorization must be approved by the appropriate Department Head in advance. Any costs associated with travel must be approved by the Department Head prior to initiating such travel.

Attached to the request should be some form of documentation as to the purpose of the trip. Conference advertisements, seminar schedules, or letters pertaining to the necessity of a meeting would be considered appropriate documentation. Failure to secure the required prior approval of the Department Head or City Manager may result in disallowance of the reimbursement.

12.21 Reimbursable travel includes travel related to City work. Eligible participants are selected by the City Manager on the basis of appropriateness of position and recommendation of the Department Head.

12.22 Professional travel includes travel for professional organizational meetings and specialized topic seminars. Professional travel shall be considered a growth opportunity for employees, and shall be authorized for those persons performing at a superior level for the City, when department budgets permit. Participants shall be chosen by the City Manager on the basis of appropriateness of position and recommendation of the Department Head.

12.3 Travel Advances. City representatives may obtain an advance on funds to be used for specific out-of-city travel in an amount, which reasonably provides for estimated out-of-pocket expenses, but limited to a maximum of \$75 per day of travel.

12.31 Approved requests for travel should be submitted to the Department head two (2) working days prior to the commencement of travel.

12.4 Commercial Transportation.

12.41 Tickets. Use of coach class and round trip tickets is required when available.

12.42 Transportation costs for City business not originating from the Excelsior Springs area or resulting from a change in itinerary occurring during a trip, including coach class airfare travel, bus, train, taxicabs and streetcar fares will be

reimbursed based on actual costs incurred, subject to the approval of the Department Head and the City Manager.

- 12.43** Extensions of, or changes in, travel status for personal reasons or convenience, which will increase the costs to the City, will not be reimbursed.

12.5 Automobile Travel.

- 12.51 For Out-of-City Travel.** City vehicles shall be utilized unless the use of a privately-owned vehicle is specifically authorized by the Department Head.

12.511 The use of privately-owned vehicles shall be reimbursed at a fixed rate which shall be equal to the rate determined by the Internal Revenue Service.

12.512 Where the use of privately-owned vehicles is authorized for the convenience of the employee, the mileage allowance shall not exceed equivalent public transportation costs.

12.513 Personal Automobile Liability. Because we have adopted a policy of risk control procedures, it is incumbent upon the City to gather and file evidentiary material on automobile liability insurance coverage from all current employees who may have occasion to drive their personal vehicles on City business.

12.514 Department heads are therefore instructed to collect current proof of automobile liability insurance coverage evidencing, at the least the State minimum coverage requirements, from those employees who drive personal vehicles on City business and submit this proof to the Human Resources Department. It will then be subsequently filed in the employee's official personnel jacket.

12.515 If the Human Resources Department has not received such documentation after the adoption of this policy, all subsequent mileage reimbursements for an employee will be withheld until receipt of current proof of automobile liability coverage by the Human Resources Department.

12.6 Accommodations, Subsistence, and Incidentals.

- 12.61 Lodging.** Reimbursement for hotel or motel accommodations will be for the actual cost incurred for a single room with bath unless otherwise authorized by the City Manager. Receipts are required.

12.611 When accommodations are required for extended periods of time, weekly rates should be obtained, if available.

12.612 Reimbursement for personal items and alcoholic beverages will not be allowed.

12.62 Meals. Full per diem expenses may be paid, without receipts, at the following rate: full day- twenty dollars (\$20.00). No per diem allowance is made for less than a full day. Meals may be reimbursed, with receipts, at the following rates: full day- forty-six dollars (\$46.00). Partial: breakfast- eleven dollars (\$11.00), lunch- twelve dollars (\$12.00), dinner- twenty-three dollars (\$23.00) (PW2017 GSA rates for Tier 1 Rate).

12.63 Reimbursement of moving expenses incurred by new employees for management and supervisory positions, including the new employees' immediate family, household goods and personal effects may be made, provided such reimbursement has been authorized by the City Manager.

12.64 Reimbursements for tips to cab drivers and bellhops, telephone charges and tolls, and parking expenses will be on the basis of reasonable actual costs incurred.

SECTION 13

SEPARATION AND DISCIPLINARY ACTION

13.1 Resignation.

13.11 An employee may resign from the service of the City by presenting a resignation in writing to the Department Head in advance as follows:

13.111 At least a fourteen (14) calendar day notice for regular employees.

13.112 At least five (5) working days' notice for part-time or temporary, employees.

13.113 During the notice period the employee shall not be compensated for or schedule leave unless such leave is medically necessary or required by law. This shall include personal leave days and sick leave. Other leave requests may be honored at the discretion of the Department Head.

13.114 The final payroll check shall be released on the regular date of release and vacation and sick leave accumulation shall be released on the following date of release unless otherwise required by law. The final check may be held until all City property in the possession of the employee is returned and/or if reimbursement of training costs is warranted and when the Department Head is assured everything is in order.

13.12 Providing proper and timely notice of resignation as indicated above is a condition precedent to the right to pay for accumulated leave. In other words, no resigning employee will be paid for accumulated leave if he or she fails to give notice of resignation as required above. The Human Resources Manager may request to schedule an exit interview with any employee leaving the city's employment.

13.13 Such resignation may be withdrawn by the employee at any time prior to the effective date, with approval by the Department Head and the City Manager.

13.14 No call no show. An employee who fails to show up for work for three consecutive days and fails to call in to the appropriate person per departmental policy to give notice of his/her absence for three consecutive days shall be considered to have voluntarily resigned his/her position with the City unless the employee can establish that it was not possible for him/her to call in or have somebody else call in for the employee to report the absence.

13.2 Disciplinary Action. An employee can be disciplined for any lawful reason. The City Manager in his/her sole discretion shall make the final determination of whether or not a specific circumstance warrants disciplinary action. The City Manager may in writing delegate the authority to take disciplinary action to Department Heads, except that the City Manager shall retain sole authority, in his/her sole discretion, to dismiss or demote an employee or to suspend an employee for more than five (5) days. Refer to Section 16 Risk Management for additional guidance.

13.21 Procedures. A four-step procedure is generally followed by the City for poor performance, or minor misconduct, but is not required. In all steps prior to suspension without pay, **Section 13.3**, or dismissal, **Section 13.6**, an employee will be given notice of the charges against him and an opportunity to respond. In addition, discipline will be administered privately, out of sight and sound of the employee's co-workers except that the person issuing the discipline may have a witness present if he/she deems appropriate. However, a violation, which is serious in nature, is to be corrected by the supervisor immediately. Moreover, the City Manager has the authority, in his/her discretion, to skip any of the steps outlined below, if he/she believes in his discretion that it is in the City's best interests.

1. **Verbal/warning:** The offending employee will be given a verbal warning by his/her supervisor. The supervisor will state "This is a verbal warning". A notation of this will be made and filed in the employee's personnel file.
2. **Written Warning:** The employee will receive written notice of the offense with reference to prior discussion. If the employee's position is in jeopardy, the notice should so state. A copy of this notice will be placed in the employee's personnel file.
3. **Suspension or Demotion:** This will subject an employee to disciplinary action. See **Section 13.3 Suspension**.
4. **Dismissal:** See **Section 13.6 Dismissal**.

13.3 Suspension. Department Heads may suspend any employee of their department for a period not to exceed five (5) work days with or without pay. The City Manager may suspend any employee with or without pay for a period not to exceed thirty (30) calendar days. The City Manager or Department Head shall notify the employee. Such notification shall be in writing and include the reasons for and the duration of the suspension. Within ten (10) working days of such notice, the employee may appeal such suspension under procedures outlined in **Section 13.8 "Appeal Process"**. No leave, or seniority benefits will accrue during the period of suspension.

- 13.4 Demotion.** The City Manager may demote an employee. A written statement of the reasons for any such action shall be promptly furnished to the employee. An employee will receive at least fifteen (15) days' notice of a demotion unless the City Manager believes that less notice is appropriate. No demotion shall be made if any employee in the lower class will be laid off as a result of the action. Within ten (10) working days after receiving notification of demotion, the employee may appeal in writing under procedures outlined in **Section 13.8 "Appeal Process"**.
- 13.5 Dismissal.** The City is an "at will" employer and as such employment with the City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. The City Manager may dismiss any employee for any lawful reason. Such action shall require that notice of at least ten (10) working days be given, to include a written statement of reasons for the action if specifically requested in writing by the employee. Should the City Manager desire to make an immediate dismissal of an employee from the service of the City, the City Manager may authorize two weeks' pay in lieu of notice.
- 13.51 Appeal.** The employee may, within ten (10) working days of notification, appeal in writing to the City Manager under procedures set forth in Section 13.8 "Appeal Process".
- 13.52** An employee dismissed for unsatisfactory job performance shall receive compensation for vacation leave earned and unused.
- 13.6 Layoff.** The City Manager may separate any employee if the position or project to which said employee has been assigned is abolished or if funds are not available, in the opinion of the City Manager, to pay the salary. Notice of at least ten (10) working days shall be given the employee.
- 13.61 Appeal.** Within ten (10) working days of notice of layoff, the employee may appeal in writing to the City Manager under procedures set forth in Section 13.8 "Appeal Process".
- 13.62** The employee who has been laid off shall receive compensation for any leave earned and unused per leave policies.
- 13.63** Employees who have been laid off and who have performed their duties satisfactorily and have complied with the provisions of this Manual will receive first consideration for any vacancies that the employee is qualified to fill which becomes available within the City for a period of one year after layoff if the laid off employee notifies the City's Human Resources Department of an interest in such vacancies and satisfactorily completes the application process.

13.7 Re-employment after Layoff. Employees laid off for funding reasons shall be eligible to return to the City when in the estimation of the City Manager, proper funding levels exist and re-employment of the employee would be in the best interests of the City. Employees called back after layoff shall return with the same pay level as when they left.

13.8 Appeal Process. All regular employees are given the right of appeal. Within ten (10) working days of any notification of disciplinary action, the employee may file a written appeal to the City Manager.

13.81 Investigation. The City Manager shall hear all appeals submitted by any regular employee in the City relative to any suspension, demotion, dismissal or layoff, and shall render a final and conclusive decision.

13.82 Schedule of Appeal. No later than ten (10) working days after receipt of the written appeal, the City Manager shall fix a time and place for convening of a hearing. Within forty-eight (48) hours after the completion of the hearing, the City Manager shall report the finding and decision to the parties involved.

13.83 Nature of Hearing. The hearing shall be conducted in an informal manner by the City Manager.

13.84 Right to Representation. The employee shall have the right to appeal and be heard in person or by Counsel.

13.85 Failure to Appear. Employee's failure to attend or notify the City Manager of the inability to attend will constitute just cause for dismissal of the appeal.

13.9 Substance Abuse and Employee Assistance Program. Employees of the City of Excelsior Springs are our most valuable resource and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit

industry and subject to the Federal Motor Carrier Safety Administration. The DOT Federal Motor Carrier Safety Administration (FMCSA) and the Federal Transit Administration (FTA) of the U.S. Department of Transportation have published 49 CFR Part 382, Part 653 and Part 654, as amended, that mandate urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. 49 CFR Part 382 governs drug and alcohol use and testing for employees who hold a Commercial Driver's License (CDL) and drive a Commercial Motor Vehicle (CMV). The regulations apply to persons who operate a CMV in interstate, foreign, or intrastate commerce, to all employers of such persons and to all states. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 382, Part 653, part 654, or Part 40, as amended. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in italics. All other provisions are set forth under the authority of the City of Excelsior Springs.

13.91 Applicability. This **policy applies to all safety-sensitive and non-safety-sensitive employees, paid part-time employees, contract employees, and contractors** when they are on City property or **when performing other safety-sensitive** or non-safety-sensitive **business**, except that the City's Substance Abuse Policy for Transportation/Transit Employees governs transportation/transit employees. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees are governed by this policy while on City premises and will not be permitted to conduct business if found to be in violation of this policy. All of the City's drug and alcohol policies shall be construed to be consistent with all applicable legal requirements. Nothing in this **Section 13** shall be construed or applied in a manner that is inconsistent with the provisions of the City's Substance Abuse Policy for Transportation/Transit Employees.

Commercial Motor Vehicle (CMV) means a motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- **Has a gross combination weight of 11,794 or more kilograms (26,001 or more pounds), inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or**
- **Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or**
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials found to be for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to have a placard under the Hazardous Materials Regulations.

A DOT FMCSA safety-sensitive function means all time, from the time an employee begins to work, or is required to be in readiness to work, until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include the following:

- All time at a City building, facility, or other property, or on any public property, waiting to be dispatched to operate or maintain or repair a CMV, unless the employee has been relieved from duty by the City;
- All time inspecting equipment as required by DOT regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time spent performing the employee requirements associated with an accident involving a CMV;
- All time, other than driving time, spent in or upon any commercial motor vehicle;
- All time loading or unloading a CMV, supervising, assisting in the loading or unloading, attending a CMV being loaded or unloaded, remaining in readiness to operate the CMV, or in giving or receiving receipts for shipments loaded or unloaded;
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled CMV; and
- Also included on Attachment 1 is a list of DOT FMCSA safety-sensitive functions and positions.

Also included on Attachment 1 is a list of Other Safety-Sensitive Positions and Functions other than mass-transit and DOT FMCSA safety-sensitive mass-transit positions and functions.

For those persons not previously subject to alcohol and/or drug testing or not previously subject to random alcohol or drug testing, this Policy will take effect thirty (30) days after it is approved by the City.

13.92 Prohibited Substances. "Prohibited substances" addressed by this policy include the following:

1. Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in **Section 13.94** of this policy.

2. Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor if the employee is in a safety sensitive position and use of the medication could affect their ability to perform essential job functions and could pose a direct threat or significant risk to them or others. In addition, the employee must obtain a written release from the attending physician releasing the person to perform their job duties any time they obtain a performance-altering prescription.

A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing business is prohibited.

3. Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing business is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath testing device.

13.93 Prohibited Conduct.

1. Manufacture, Trafficking, Possession, and Use

City employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on City premises, in transit vehicles, in uniform, or while on City business. Employees who violate this provision will be discharged. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

2. Intoxication/Under the Influence

Any safety-sensitive or non-safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition up to and including termination of employment consistent with legal requirements. Employees found to be under the influence of a prohibited substance or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action up to and including termination of employment consistent with legal requirements. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

3. Alcohol and Drug Use

No safety-sensitive or non-safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.02 or greater. No safety-sensitive or non-safety-sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety sensitive function. No safety-sensitive or

non-safety- sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call.

All safety-sensitive employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

4. Compliance with Testing Requirements

All safety-sensitive and non-safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as a condition of employment. Any safety-sensitive or non-safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Any safety-sensitive or non-safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of falsifying test results will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. Such a refusal constitutes a verified positive drug test. Drug tests can be performed any time a safety sensitive employee is on duty. An alcohol test can be performed when the safety sensitive employee is actually performing a safety sensitive duty, just before, or just after the performance of a safety sensitive duty.

5. Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with City requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost for any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees

will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

6. Notifying the City of Criminal Drug Conviction

All employees are required to notify the City of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

7. Proper Application of the Policy

The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

13.94 Testing Procedures

Analytical urine, blood and/or hair drug testing and breath and/or blood testing for alcohol may be conducted when circumstance warrant or as required by Federal regulations. All safety-sensitive and non-safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicion, and following an accident as defined in paragraphs 2, 3, and 4 of this policy section. In addition, all safety-sensitive and non-safety-sensitive employees will be tested prior to returning to duty after failing a drug or alcohol test and after completion of the Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year.

Those employees who perform safety-sensitive functions as defined in the attachments to this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved, by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended, which is incorporated herein by reference. Any employee

can review a copy of the version of 49 CFR Part 40, as amended that is in effect by requesting a copy to review from the Program Manager who will keep a copy available for review by employees. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result. However, federal regulations require direct observation of urine specimen collections if the drug test is a return-to-duty test or a follow-up test. Federal regulations also require that the employee being tested raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer, by turning around, that they do not have a prosthetic or other device that could be used to interfere with the collection process such as a device that could be used to carry "clean" urine and/or urine substitutes. If an employee declines to allow a directly observed collection required or permitted by law, this will be considered a refusal to test. An employee's admission to the collector or Medical Review Officer (MRO) of adulterating or substituting a specimen is now a refusal to test. In addition, if at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled.

The revised 49 CFR is effective August 1, 2001, and 49 CFR Part 40 was amended with some provisions effective August 25, 2008 and other provisions effective August 31, 2009. If the United States Department of Transportation (DOT) Federal Transit Administration or the Federal Motor Carrier Safety Administration amends 49 CFR Parts 40, 382, 653, 654 and/or 655 or any other parts of the drug testing regulations, those amendments will be deemed incorporated herein by reference, and a copy of those amended regulations will be made available to any employee upon a request being made to the Program Manager.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. The test results from the laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure

the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the City's program manager. If a legitimate explanation is found, the MRO will report the test result as negative.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer.

In instances where there is a reason to believe an employee is abusing a substance other than the five drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols.

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using a NHTSA-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

A safety-sensitive or non-safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for twenty-four hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees.

Any safety-sensitive or non-safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process consistent with legal requirements and the provisions of these policies.

Employees who are not covered by Department of Transportation drug and alcohol testing requirement may be required to use non-DOT forms and non-DOT drug and alcohol testing procedures.

1. Employee Requested Testing

Any safety-sensitive or non-safety-sensitive employee who questions the results of a required drug test under paragraphs 2 through 7 of this policy may request that the split sample be tested. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. Employees do not have access to a test of their split specimen following an invalid or cancelled test.

2. Pre-Employment Testing

All safety-sensitive and non-safety-sensitive position applicants shall undergo urine drug testing prior to hire or transfer into a safety-sensitive position. Receipt by the City of a negative drug test result is required prior to employment. A pre-employment/pre-transfer test will also be performed anytime an employee's status changes from an inactive status in a safety-sensitive position to an active status in a safety-sensitive position (i.e., return from Worker's Comp., return from leave of absence).

3. Reasonable Suspicion Testing

All Safety-sensitive and non-safety-sensitive employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

- a. Physical signs and symptoms consistent with prohibited substance use or alcohol misuse.
- b. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
- c. Occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse.
- d. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse.

4. Post-Accident Testing

All safety-sensitive and non-safety sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle (regardless of whether or not the vehicle is in revenue service) that result in a fatality. This includes all surviving safety-sensitive and non-safety-sensitive employees that are operating the vehicle and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage; unless the

employee can be completely discounted as a contributing factor to the accident. The accident definition may include some incidents where an individual is injured even though there is no vehicle collision.

Following an accident, the safety-sensitive and non-safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive and non-safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety-sensitive and non-safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employee whose performance could have contributed to the accident.

5. Random Testing

Employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced. Tests can be conducted at any time during an employee's shift (i.e. beginning, middle, and end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

6. Return-To-Duty Testing

All safety-sensitive and non-safety-sensitive employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) on a return-to-duty test and be evaluated and released to duty by a Substance Abuse Professional before returning to work. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. Before scheduling

the return to duty test, the SAP must assess the employee and determine if the required treatment has been completed.

7. Follow-Up Testing

Safety-sensitive and non-safety-sensitive employees will be required to undergo frequent, unannounced urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests beyond the minimum will be determined by a qualified Substance Abuse Professional.

13.95 Employment Assessment

Any safety-sensitive and non-safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be referred for evaluation by a Substance Abuse Professional (SAP). A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

Assessment by a SAP or participation in the City's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement with the City.

If a safety-sensitive or non-safety sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

13.96 Information Disclosure

All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Unless

otherwise required by law, information will only be released in the following circumstances:

1. to a third party only as directed by specific, written instruction of the employee;
2. To the decision-maker in or others involved in the defense of a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
3. to a subsequent employer upon receipt of a written request from the employee;
4. to the National Transportation Safety Board during an accident investigation;
5. to the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed-guideway systems; or
6. To the employee, upon written request; or
7. When complying with State or Federal requirements.

13.97 Employee and Supervisor Training

All safety sensitive employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects and consequences of alcohol misuse are presented in Attachment 2 of this policy.

13.98 Re-Entry Contracts

Employees who re-enter the workforce must agree to a re-entry contract. That contract may include (but is not limited to);

1. A release to work statement from the Substance Abuse Professional.
2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
4. A statement of work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.

13.99 System Contact

Any questions regarding this policy or any other aspect of the drug free and alcohol-free City program should contact the following City representative:

Program Manager:

Name: Shannon Stroud
Title: Human Resources Manager
Address: City of Excelsior Springs
201 East Broadway
Excelsior Springs, MO 64024
Telephone No.: (816) 630-0761
Fax No.: (816) 629-7023

Medical Review Officer:

Name: Work Health Solutions
Address: 9151 NW 81st Terr., #200
Kansas City, MO 64158
Telephone No.: (816) 407-2300

Substance Abuse Professional:

Name: Lincoln Financial Group
Title: EmployeeConnect Plus
Telephone No.: (855) 327-4463

Attachment 1

City of Excelsior Springs

MOTOR CARRIER SAFETY DOT FEDERAL ADMINISTRATION SAFETY-SENSITIVE POSITIONS AND FUNCTIONS

COMMERCIAL DRIVERS LICENSE

Persons who hold a Commercial Driver's License (CDL) and drive a Commercial Motor Vehicle (CMV) or hold a position that requires performance of any of the DOT FMCSA safety sensitive functions described or listed in this Policy.

- Bus Driver
- Construction Foreman
- Golf Course Superintendent
- Maintenance Worker I and II and III
- Meter Reader I and II
- Pump Station Operator II
- Street Foreman
- Transportation Coordinator
- Utility Foreman

OTHER SAFETY-SENSITIVE POSITIONS AND FUNCTIONS

- Carrying a firearm or one or more passengers as part of an employee's job duties
- Assistant Fire Chief
- Chief Plant Operator
- Child watch Attendant
- Communications Officer
- Fire Captain
- Fire Chief
- Firefighter
- Firefighter/Emergency Medical Technician I
- Firefighter/Paramedic
- Fire Inspector
- Life Guard
- Police Captain
- Police Chief
- Police Lieutenant
- Police Officer
- Police Sergeant
- Water/Wastewater Plant Operator I and II

Attachment 2

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it shows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass] over time may result in the following health hazards:

- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic").
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is seven times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents
- 30,000 will die due to alcohol-caused liver disease
- 10,000 will die due to alcohol-induced brain disease or suicide
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is six times more likely to have an accident than a sober person.

SECTION 14
EMPLOYEE RELATIONS AND GRIEVANCES

- 14.1 General Policy.** It shall be the policy of the City to establish such written or unwritten policies and procedures as are necessary to insure effective means of communication between employees and management and to promote a high level of employee morale.
- 14.2 Working Conditions.** Every effort shall be made to provide and maintain working conditions which are conducive to maximum work effort and which are in no way harmful to the employee. The City Manager may make investigations of working conditions, which fail to meet such criteria and may direct Department Heads to correct conditions believed to be preventable.
- 14.3 Orientation of New Employees.** It shall be the responsibility of the Human Resources Department and Department Heads to insure that each new employee is fully informed as to the rights and obligations of employees, working conditions, duties, the general function of the City, and other personnel policies to include hours of work, overtime, leave, paychecks and deductions, insurance programs, training, pay increases and promotion.
- 14.4 Communications.** Every effort shall be made to insure that employees are made aware of changes in policy of procedure, additional staff duties, and changes in personnel, general City business, and other information necessary for effective job performances. Further, employees shall be given the opportunity to make suggestions for the good of the City and to request clarification of policy and management decisions.
- 14.5 Grievances.** The City agrees to resolve employee grievances promptly and fairly. All employees are free to present grievances for orderly settlement and shall be assured freedom from discrimination, coercion, restraint, or reprisal. An employee shall be allowed reasonable time, during regular working hours, to initiate and process grievances upon notification and approval of the employee's supervisor.
- 14.51 Definition.** A grievance is a disagreement relating to employment and working conditions or relationships between an employee and the employee's supervisor or other employees. The nature of the disagreement is such that the employee believes that his or her rights as an employee have been infringed upon, and thus seeks some action by management.
- 14.52 Submission of Grievance.**
- 14.521 Step 1** The employee shall discuss the complaint or problem with his or her supervisor, or in the absence of the supervisor and/or in case of grievance with supervisor, the employee shall discuss the

complaint or problem following the chain of command within five (5) workdays following its occurrence.

14.522 Step 2 Within five (5) work days after the after the discussion at Step 1, or if no timely decision has been made within five (5) work days following the discussion at Step 1, if the employee wishes to pursue the matter, the employee shall then present a written grievance to the Department Head and/or a designated representative. The grievance shall state the nature of the complaint, the facts and witnesses as they are known to be, and the remedy sought. The Department Head and/or a designated representative who shall render a written and dated decision within ten (10) working days.

14.523 Step 3 If the employee is not satisfied with the decision by the Department Head and/or designated representative, the employee can submit a written appeal to the City Manager and/or his appointed representative within five (5) working days of receipt of the decision of the Department Head and/or appointed representative. The employee, the employee's supervisor, the Department Head and any other interested party can provide oral or written information bearing on the grievance to the City Manager or his appointed representative. The City Manager or appointed representative shall then take appropriate action, on the grievance within ten (10) working days of receipt of the grievance. The decision of the City Manager or his appointed representative shall be in writing and shall be final.

14.54 Retroactive Adjustment. All adjustments of grievances processed under the procedures described shall be retroactive to the time the grievances are first submitted by the employee to the immediate supervisor.

SECTION 15

ETHICS AND STANDARDS

- 15.1 Political Activity.** City employees shall not be appointed or retained on the basis of their political activity. City employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute to or solicit funds or support for the purpose of supporting or opposing the appointment or election of candidates for any municipal office.
- 15.2 Conduct, Work Habits.** It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, production, or personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and good will of the employee.
- 15.3 Outside Employment.** No person shall be hired by the City or be employed full-time by the City and also be engaged in outside employment, whether part-time, temporary, or permanent, without prior written approval from the Department Head. Each change in outside employment shall require separate approval. Approval shall not be granted when such outside employment conflicts or interferes, or is likely to conflict or interfere with the employee's municipal service. Employees may not engage in any private business or activity while on duty. No employee shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible or creates a conflict of interest with official duties.
- 15.4 Relatives.** Two members of an immediate family shall not be employed under the same supervisor; nor shall two members of an immediate family be employed at the same time, regardless of the administrative department, if such employment will result in an employee supervising a member of the immediate family. This policy applies to promotions, demotions, transfers, reinstatements, and new appointments. Additionally, and in conjunction with Missouri law, specifically Article VII S6 of the Missouri Constitution, any public officer or employee in this state who by virtue of his office or employment names or appoints to any public office or employment any relative within the fourth degree of consanguinity or affinity, shall there by forfeit his office or employment.

Note: The Fourth degree of consanguinity or affinity is defined as "First Cousins" by blood or Marriage.

The provisions of this Section shall not be retroactive, and no action is to be taken concerning those members of the same family employed at the time of the adoption of this Section.

15.5 Gifts and Gratuities. Employees shall not solicit or accept from any person, business or organization any gift (including money, tangible or intangible personal property, food, beverage, loan, promise, service or entertainment) for the benefit of the employees or the City, if it may reasonably be inferred that the person, business or organization:

1. Seeks to influence action of an official nature or seeks to affect the performance or nonperformance of an official duty, or
2. Has an interest, which may be substantially affected directly or indirectly by the performance or nonperformance of an official duty.

It is expressly prohibited for any employee in any way to use their position or influence for private gain for themselves or others.

15.6 Administrative Policies Regarding Privacy, Information Systems, Computers, Networks, Electronic Mail, Phone, Cell Phone, Internet Use & Voice Mail. The City of Excelsior Springs is committed to using available technology to improve employee performance, and to provide high quality services to citizens. Electronic mail (e-mail), voice mail, and the Internet are useful communication and research tools provided to designated employees for uses related to municipal business. This policy is to ensure the use of these technologies is consistent with municipal policies and applicable laws, to define the individual user's job responsibilities, define supervisory responsibility, and to establish basic guidelines for appropriate use.

15.61 The following provisions apply to all City employees (including regular, part-time regular, part-time, seasonal, intern, contract, or temporary) and elected or appointed officials accessing any City owned computer, network or system supporting e-mail, voice mail, telephone and City provided cell phone, and Internet access. This includes dial-in access from non-City owned equipment.

15.62 Each employee receiving Internet access will be given this Administrative Policy to read. The employee will acknowledge that they understand the policy and will comply with it.

15.63 The City's computer, e-mail, voice mail, telephone, City provided cell phones and Internet systems are the organization's property and should be used for municipal business only. Incidental personal use of the City's systems must be reasonable and must not cost the City in either employee time or actual expense as determined by the appropriate department director. Users are prohibited from using the City's computer, telephone or City provided cell phone resources

for personal or private financial benefit. Use should be consistent with common sense, common decency, and civility.

- 15.64** Employees should only disclose information or messages from the computer, e-mail, voice mail, telephones, City provided cell phones, and Internet systems to authorized employees. Information on these systems is limited to those individuals with a need to know.
- 15.65** The City reserves the right to monitor the computer, e-mail, voice mail, telephone systems (including City provided cell phones) and internet usage and systems to ensure that they are being used for municipal business purposes only, to ensure that the City's policies prohibiting harassment and discrimination are being followed, and to access and disclose information in an employee's computer, e-mail, voice mail, telephone system (including City provided cell phones) and internet system at any time without prior notice and approval. Computer and electronic files, internet records, e-mail messages and voice mail messages are to be treated like shared paper files, with the expectation that anything in them is available for review by authorized representatives of the City or third parties who have a need to know in the City's sole opinion.
- 15.66** Inappropriate uses of the computer, e-mail, phones, cell phones, text messages, voice mail and internet system includes, but is not limited to: accessing, mailing, e-mailing, copying, forwarding or downloading any material not directly related to the employee's position with the City or in violation of federal, state and/or local laws; operating an outside business; "surfing" sexually explicit material; offensive or disruptive conduct or statements: creating a conflict of interest or ethics violation. Offensive conduct or statements will include, but not be limited to: sexual comments or images or messages, racial slurs, gender specific comments or any comments or messages that would reasonably offend someone on the basis of his or her age, religious or political beliefs, national origin, pregnancy or disability or other ground protected by law. Views expressed on electronic media do not necessarily reflect the views of the City of Excelsior Springs. The City reserves the right to block access from the City network to inappropriate sites if necessary. The City recognizes that users may connect accidentally to an inappropriate site. In this event, the user should immediately disconnect from the site. Employees may not erase or delete computer programs or files or data unless authorized to do so a City employee with appropriate authority.
- 15.67** City employees do not have a personal privacy right in any matter created, received, stored in or sent from the organization's computer, e-mail, voice-mail, Internet or phone (including City provided cell phones) system. Use of these

systems by an employee constitutes express consent of the employee to monitoring and for disclosure by the City of the contents of City computers and messages.

- 15.68** Although each employee has individual passwords to access information systems, those passwords belong to the City. All system passwords and encryption keys must be available to City Management. An employee may not use passwords that are unknown to his/her supervisor or install encryption programs without turning over encryption keys to his/her supervisor.
- 15.69** The City has software and systems in place that monitor and record Internet usage. Users are advised that these systems are capable of recording, for each user, every World Wide Web site visit, news group, e-mail message and file transfer into and out of the City network. The general (non-user specific) nature of the Internet utilization by the City will be monitored on a regular basis by City Management. Supervisors can obtain printouts of individual activity of their subordinates from the Finance Department. In the event that inappropriate utilization is occurring, users will be identified and applicable department directors notified for corrective measures, with individual employees as necessary.
- 15.70** Please note that even when work is erased or a hard drive crashes, previously deleted data may be recreated.
- 15.71** Passwords are not to be shared with any unauthorized person, nor are employees permitted to obtain another user's password by unauthorized means. The reliability of passwords for maintaining confidentiality cannot be guaranteed. Each employee must assume that someone other than the intended or designated recipients may read any and all work.
- 15.72** Users shall-not load any applications onto computer resources without coordinating with the Department Head, including any software downloaded via the Internet.
- 15.73** All requests for phone and voice mail additions; modifications or deletions must be made to the Department Head.
- 15.74** When a City employee with Information Systems access leaves the City, the department shall notify the Department Head so that their password will be deleted.

15.75 Supervisors will be held responsible for ensuring their direct employees are given a copy of this policy, for ensuring this policy is understood and complied with, and for taking appropriate disciplinary action when necessary.

15.76 Failure to comply with this policy may be considered grounds for disciplinary action up to and including termination of employment.

15.8 Smoking and Smokeless Tobacco Policies. **PURPOSE.** To provide a smoke free environment for City employees and citizens visiting City facilities. To reduce the risk of damage to City property.

15.8.1 INTRODUCTION. The State of Missouri enacted a law which provides persons with access to smoke free air in certain areas and public places. The City of Excelsior Springs adopted ordinances set forth in Article IX of Chapter 230 of the Municipal Code, which comply with the provisions of state law. In addition to the restrictions applicable to all persons and places under the Municipal Code, the City has adopted the following restrictions on smoking by City employees.

15.8.2 RESTRICTIONS.

15.8.2.1 “Smoking” means possession of burning tobacco in the form of a cigarette, cigar, pipe, e-cigarettes and vaping or other smoking equipment.

15.8.2.2 “Smokeless tobacco” means chewing tobacco, including, but not limited to, twist, moist, plug, loose leaf and firm plug, and all types of snuff, including, but not limited to, moist and dry.

15.8.2.3 City employees will comply with all restrictions on smoking imposed by the Municipal Code at all times.

15.8.2.4 City employees will not smoke or use smokeless tobacco while operating a City vehicle, and will not permit smoking or use of smokeless tobacco by any passenger in a City vehicle. City employees are further restricted from smoking or using smokeless tobacco while on work assignments or in view of the public during working or on-duty hours.

15.9 Obligation to Pay City Taxes and Utility Charges. Every employee of the City is expected to timely pay all City personal property and real property taxes and City utility charges. Failure to do so may result in disciplinary action up to and including termination of employment.

- 15.10 Obligation to Maintain Property within the City.** Every employee of the City is expected to maintain his or her real property and residence in compliance with applicable City codes. Failure to do so may result in disciplinary action up to and including termination of employment.
- 15.11** No City employee shall discharge fireworks on City property without the Fire Chief's approval.

SECTION 16

RISK MANAGEMENT

- 16.1** The Human Resources Department, as an integral part of this policy, will periodically do Department of Revenue checks on current City employees/fire volunteers to validate currency on driver's licenses as part of the risk control procedures required under risk management applications. Consent to such checks is a condition of continued employment with the City, and each employee of City who acknowledges receipt of this Personnel Manual will be deemed to have consented to this Department of Revenue check.
- 16.2** In the instance where such periodic checks produce negative evidentiary material, the procedure in **Sub Section 5.535** will be followed.
- 16.3** If you are required to drive a motor vehicle or operate equipment that requires any type of driver's license as part of your job with the City, you are obligated to notify your Department Head and the Human Resources Department immediately if your driving privileges are suspended or revoked. If you fail to immediately provide such notice, your employment is subject to immediate termination. This paragraph applies to holders of regular driver's licenses as well as holders of Commercial Driver's Licenses.

SECTION 17

RECORDS AND REPORTS

- 17.1 General Responsibility.** The City Manager, or a designated representative, shall be responsible for establishing and maintaining the system of record keeping that is deemed appropriate and necessary in order to effectively and efficiently carry out the policies set forth herein.
- 17.2 Personnel Records.** The Personnel File shall be the central repository for all such personnel records as the City Manager deems necessary. Unless the City Manager directs otherwise, the personnel file for each employee shall contain information relating to initial appointment, pay rate assigned, tax withholding forms, signed acknowledgments of receipt of the Personnel Manual and changes thereto, any signed acknowledgements of training on the City's policies prohibiting discrimination and harassment, application, resume (if applicable), job description(s), performance appraisals, salary increases, promotions, transfers, grievance actions, appeals, disciplinary action, and other actions either permanent or temporary that affect the status of the employee. Medical information regarding employees and their dependents should not be kept in an employee's personnel file. Personnel records shall be kept for the time periods as required by law or such other time periods as the City Manager may designate.
- 17.3 Action Forms.** The City Manager, or a designated representative, shall develop those forms necessary to effectively carry out and communicate the policies and related actions required as set forth in these Personnel Policies and Procedures.

SECTION 18

WORK ASSIGNMENTS AND DEPARTMENTAL COOPERATION

- 18.1 Work Assignments.** All City employees are subject to work assignments as may be necessary to carry out the function of the City government. During an unusual or emergency situation, as defined by the City Manager or City Council, this could include temporary assignment to another operating department.
- 18.2 Departmental Cooperation.** All City Department Heads, supervisors, and other employees are expected to cooperate fully with each other in the accomplishment of City objectives. Disagreements between operating Departments are expected to be promptly brought to the attention of the City Manager for discussion and settlement.

SECTION 19

AFFIRMATIVE ACTION PLAN

- 19.1 General.** It is the policy of the City of Excelsior Springs to assure equal employment opportunity to all persons regardless of race, color, religion, sex, sexual orientation or national origin and to follow all applicable employment, anti-discrimination and affirmative action legal requirements.
- 19.2 Goals.** To ultimately establish and maintain, consistent with legal requirements, an integrated and balanced work force throughout the City to meet effectively the needs of the citizens of Excelsior Springs.
- 19.3 Objectives.**
- 19.31** To establish responsibility for and provide guidelines for implementation and conduct of the City of Excelsior Springs' Affirmative Action Program.
 - 19.32** To establish realistic program goals and maintain a recruitment program for the Affirmative Action Program consistent with legal requirements.
 - 19.33** The long-range goal of the City is to achieve equitable representation of minorities and women at all job levels of City employment and in specific occupational areas that will be consistent with both population parity and/or available qualified work force and also be consistent with legal requirements.
- 19.4 Administration.**
- 19.41** The City Manager shall be responsible for the administration of the City Affirmative Action Program.
 - 19.42** The City Manager shall assist Department Heads in establishing realistic goals and guidelines essential to attainment of the objectives of the City.
 - 19.43** The City Manager shall review recruitment, selection, testing and promotional practices and identify actions needed to eliminate any discriminatory and artificial barriers that may exist.
 - 19.44** The City Manager shall when and where he deems appropriate appear or designate individuals to appear as speakers to community groups, employee organizations and other interested agencies on the City Affirmative Action Program.

19.45 The City Manager shall serve as the Equal Employment Opportunity (E.E.O.) Officer.

19.5 Recruitment.

19.51 The City will establish a recruitment program to attract minorities and women consistent with legal requirements.

19.52 Methods utilized in carrying out recruiting efforts shall include, but not necessarily be limited to, the following:

19.521 Dissemination of notices of City job openings to minority group organizations serving the minority community.

19.522 Establish communication and cooperative working relationships between the City Manager and leaders of women's and minority group organizations serving the community.

19.6 Testing and Selection Process.

19.61 Pre-employment written and performance tests, when utilized, will be reviewed to assure that they are job related.

19.62 Employees will be encouraged to participate in developmental programs sponsored by the City or other governmental or community agencies to qualify for upward job mobility.

19.7 Training Programs.

19.71 The City shall develop training programs and support career education programs which provide academic and job skills to their regular employees.

19.72 Cooperate with agencies to develop meaningful training curriculum relevant to employment with the City.

19.10 Complaint Procedure.

19.101 Every employee will have the right to file an internal complaint with the E.E.O. Officer and to obtain redress there from for any discriminatory act that may be committed against him/her.

19.102 Employees shall be encouraged to informally seek the advice and counsel of the E.E.O. Officer when they suspect they may have been treated in a discriminatory fashion.

19.11 E.E.O. Officer. City Manager, 201 East Broadway, Excelsior Springs, Missouri 64024;
Phone (816) 630-0750.

19.12 General Policy. The City Equal Employment Opportunity Resolution shall be posted on
all City Bulletin Boards.

SECTION 20

MISCELLANEOUS WORK RULES AND PROVISIONS

20.1 LIGHT DUTY.

Eligibility. Temporary light duty assignments may be made for employees with work-related injuries or illnesses that are covered by Workers' Compensation. Eligibility for light duty is limited to employees for whom the assignment would be a progressive step in their return to work.

The Employer does not guarantee the availability of light duty work. In addition, employees on light duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a light-duty assignment shall be based on the knowledge, skills, and abilities required for the job, as well as general labor market conditions. Employees who return to work in light-duty positions before they have reached maximum medical improvement may be eligible for temporary partial disability benefits under Workers' Compensation if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in light-duty positions are not permitted to supplement their Workers' Compensation benefits by using their accrued vacation, personal, or medical/sick leave.

An employee with a job-related injury or illness who refuses a light duty assignment may lose Workers' Compensation payments.

Duration of Light Duty. Assignment of light duty tasks within an employee's medical restrictions is intended to be for a temporary duration determined by the Employer. Light duty assignments will normally not exceed 12 weeks. Light duty assignments will be documented with a list of the functions assigned and the duration of the assignment. Temporary light duty assignments are not intended to become regular assignments.

Medical Certification. Before assigning temporary light duty, the Employer will require medical certification from the employee's physician or other health care provider that the employee is unable to perform his or her normal job duties within medical restrictions, and that the employee is able to perform the proposed light duty assignment within medical restrictions. At the conclusion of the light duty assignment, the Employer will require fitness-for-duty medical certification to determine whether the employee is able to return to his or her normal job duties. Consistent with legal requirements, the City may have a physician or health care provider of its choosing examine the employee to determine whether the employee can perform his or her normal job duties and/or the job duties of any proposed light duty job.

Return to Work after Light Duty. If, at the end of the temporary light duty assignment, the employee is able to perform his or her normal job duties without posing significant risk of harm

to his or her health or the safety or health of others, the employee may return to his or her normal position. If, at the end of the temporary light duty assignment, the employee is not able to perform his or her normal job duties without posing significant risk of harm to his or her health or the health or safety of others, the Employer will review the employee's medical condition and determine whether the individual is a qualified individual with a disability and whether the employee's work restrictions can be reasonably accommodated to allow the employee to return to work. If no reasonable accommodation is available to return the employee to his or her previous position, the Employer will then consider transferring the employee to a vacant position for which the employee is qualified. If nothing suitable is available, the employee may be terminated.

20.2 PRIVACY.

In collecting, maintaining, and disclosing personnel information, the Employer makes every effort to protect employees' and volunteers' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's/volunteer's file or record. Except as otherwise required by law, the Employer treats personal information about employees and volunteers as confidential and respects the need for protecting each employees' and volunteers' privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about the organization's employees and volunteers.

The City collects and retains only such personal information as it needs to effectively conduct business. The City takes steps to make sure that all personal and job-related information about employees and volunteers is accurate, complete, and relevant for its intended purpose.

In response to an information request from an outside organization, individual, or entity, the Employer normally verifies only job titles and dates of employment of former or present employees and volunteers, except as required by Chapter 610 R.S.Mo. (the "Sunshine Law"). The Employer generally does not provide any other information, but will consider providing, but is not bound to provide, additional information if it has received from the employee, volunteer or former employee a written request or authorization for disclosure or confirmation of additional information. The City may condition the supplying of information regarding employees and/or former employees upon execution of a form releasing the City and persons giving and receiving such information from all legal liability in connection with releasing such information.

Desks, storage areas, work areas, file cabinets, lockers, credenzas, computer systems, office telephones, City provided cell phones, modems, facsimile machines, duplicating machines and any vehicles or equipment are the Employer's property and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes. The Employer reserves the right, at all times, and without prior notice, to inspect and

search any and all of the Employer's property for the purpose of determining whether this policy or any other policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state or federal laws. Such inspections may be conducted during or outside of business hours.

The Employer's computer and phone systems (including City provided cell phones) and other technical resources, including but not limited to any voicemail or e-mail systems, are provided for use in the pursuit of the Employer's business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy. As a result, computer data, voicemail, and e-mail are readily available to numerous persons. During the course of employment, or volunteerism, as an employee performs or transmits work on computer systems or other technical resources, such work may be subject to investigation, search and review in accordance with this policy. In addition, any electronically stored communications that employees or volunteers either send to, or receive from, others may be retrieved and reviewed whenever the Employer chooses to do so, with or without the employee or volunteer present. At no time is an employee or volunteer authorized to utilize the City's computer or phone systems or City provided cell phones for any purpose that is detrimental to the best interests of the City or contrary to the orders or directions of the employee's superiors. Unauthorized deletion of computer programs and files is prohibited.

Employees and volunteers have no right of privacy as to any information or file maintained in or on the Employer's property or transmitted or stored through the Employer's computer and telephone systems (including City provided cell phones), voicemail, e-mail, electronic data or other technical resources. While e-mail and voicemail may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality is not guaranteed. Moreover, all passwords/user ID's must be made known to the City Clerk for access to files. Failure to do so violates this policy and may result in discipline up to and including discharge. Passwords/user ID's not known by the City Clerk may be terminated and further access denied to the end user until a proper, known password is established.

20.3 CONTACT WITH THE MEDIA.

To insure accuracy, a City employee shall not give any statements, written or oral, or any City documents or papers to a member of the press or broadcast media without permission of the department head or City Manager. A department head may give an employee or volunteer permission to speak with the media on certain matters without prior approval.

20.4 SOLICITATIONS AND DISTRIBUTIONS.

Unless authorized by the City Manager, all solicitation among City employees during working hours for charitable contributions or any other purpose, and selling of tickets, chances, magazines or merchandise of any kind are prohibited. Moreover, employees may not solicit

any other employee during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

Persons not employed by the City may not solicit City employees for any purposes on City premises.

20.5 BULLETIN BOARDS.

Bulletin boards maintained by the City are to be used only for posting or distributing material of the following nature:

Notices containing matters directly concerning City business;

Announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from a department head or the City Manager. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

20.6 CHANGE OF ADDRESS.

Employees must advise their department head and the Human Resources Department of any changes in their name, address, telephone number, marital status, number of dependents, or emergency contact information within seven (7) business days of any such change.

20.7 EMPLOYEE DEPENDENTS.

It shall be the policy of this City, under the discretion of the Department Heads, to not allow children of any City employee to spend substantive time with their parents in the work place. Day care facilities in Excelsior Springs are extensive enough to accommodate the problem of "baby sitting". This policy extends to evening hours when meetings occur as well as the employee's normal work hours. While the City understands the child care problems of parenting, we must also be concerned about the general liability issues that are exposure problems and limit their occurrence as best we can.

20.8 SAFETY BELT USAGE.

Available safety belts shall be used in all City vehicles. In addition, all off-road and construction equipment where safety belts are available shall be used whenever the vehicle is in motion.

Any open cab vehicle without rollover protection shall be exempt from this policy unless the policy is in conflict with State or Federal law.

- 20.81** These guidelines apply to all employees and to all occupants of vehicles driven by employees on City business. It is especially important that all Department Heads and Supervisors demonstrate their commitment to and support of this policy by their strict adherence to it.
 - 20.82** Occupants shall use available belts in accordance with the safety belt policy at all times while operating a City vehicle or any private vehicle for City business. Usage of safety belts is urged on off-duty hours.
 - 20.83** Policy implementation will be the responsibility of all supervisors at all levels.
 - 20.84** The City will take inventory of all vehicles and equipment to determine which vehicles and equipment currently have safety belt systems installed and the condition of the safety belt systems. The safety belt systems not meeting the manufactured specifications shall be repaired or replaced to bring the equipment into compliance. All safety belt equipment shall be maintained in clean, easily accessible and good working condition. Supervisors shall see that all reported deficient safety belt equipment is corrected to bring it into policy compliance.
 - 20.85** Information on the City's commitment to safety belt usage shall be emphasized in employee orientation, driver training, and in employee safety rules.
 - 20.86** Safety belt usage shall be enforced in the same manner and with the same enforcement tools as any other work rule. Employees not adhering to this policy will be subject to disciplinary action as set forth in the Personnel Policy of the City of Excelsior Springs. All persons causing non-compliance of this policy shall be deemed to be guilty of non-compliance of the policy themselves.
 - 20.87** All future purchases of equipment will be made with the safety belt policy in mind. No purchases of equipment shall be made that causes the equipment purchased to not be in compliance. If safety belts are available they shall be considered as a standard piece of needed equipment when an equipment order is placed.
 - 20.88** The City of Excelsior Springs has a City Ordinance and the State of Missouri has a law regarding the usage of safety belts.
- 20.9 Non-commissioned law enforcement and city employees carrying of concealed weapon during time of employment.** It shall be the policy of the City of Excelsior

Springs that no full-time, part time, contracted, or otherwise compensated employee carry a concealable firearm while such persons are performing activities for or on behalf of the City. In order to ensure a safe environment for employees and customers, the City of Excelsior Springs prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities/vehicles or on City property. Any employee in possession of a firearm or other weapon while on our facilities/property or in our vehicles or while otherwise fulfilling job responsibilities may face disciplinary action up to and including termination. Possession of a valid concealed weapons permit authorized by the State of Missouri is NOT an exemption under this policy.

No Firearms signs shall be conspicuously posted per the Missouri concealed weapon law on all facilities. These signs will clearly indicate that firearms are not to be carried onto our property or into our facilities.

The restrictions set forth by this policy shall not apply to licensed and commissioned law enforcement personnel employed by the City of Excelsior Springs or any other licensed and commissioned peace officer of all state, county and municipalities possessing the duty and power of arrest for violation of the general criminal laws of the state or for violations of ordinances of the counties or municipalities of the state whether such officers are within or outside their jurisdictions on or off duty, unless the Chief of Police has implemented such prohibitions as part of departmental procedures in processing prisoners and/or ensuring officer safety and the security of the police department.

20.10 WORKPLACE VIOLENCE.

The City has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing nationwide problem that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment/working conditions at the City or to create a hostile, abusive, or intimidating work environment for one or several City employees or volunteers. Examples of workplace violence include, but are not limited to:

- All threats or acts of violence occurring on City premises, regardless of the relationship between the City and the parties involved in the incident.
- All threats or acts of violence occurring off the City premises involving someone who is acting in the capacity of a representative of the City.

- All threats or acts of violence occurring off the City premises involving an employee or volunteer of the City if the threats or acts are directed toward an employee, volunteer or resident of the City or if in City management's discretion, the City believes that such threats or acts affect any legitimate interest of the City.
- Any acts or threats resulting in the conviction of an employee or agent of the City, or of an individual performing services for the City on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence that adversely affect the legitimate interests of the City.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to:

- Hitting or shoving an individual
- Threatening an individual or his/her family, friends, associates, or property
- The intentional destruction or threat of destruction of City property
- Harassing surveillance or stalking
- The suggestion or indication that violence is appropriate
- Unauthorized possession or inappropriate use of firearms or weapons

The City's prohibition against threats and acts of violence applies to all persons involved in the City's operation, including, but not limited to, City personnel, contract and temporary workers, volunteers and anyone else on City property, by any individual acting as a representative of the City while on or off City property, or by an individual acting off of City property when his/her actions affect the City's interests. Violation of this prohibition will lead to disciplinary action, up to and including termination, and/or legal action as appropriate. No provision of this policy shall alter the at-will nature of the employment or volunteer relationship with the City.

Every employee or volunteer, and every person on City property is encouraged to report incidents, threats, or acts of physical violence. The report should be made to his/her supervisor, the City Manager, or any department head. Nothing in this policy alters any other reporting obligation established in City policies or in state, federal, or other applicable law.

20.11 Social Media Policy.

PURPOSE. The City of Excelsior Springs (City) endorses the secure use of social media to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes the City's position on the utility and management of

social media and provides guidance on its management, administration, and oversight. This policy is not meant to address one particular form of social media; rather social media in general, as advances in technology will occur and new tools will emerge. Nothing in this policy is intended to unlawfully restrict a member's right to discuss or make social media postings as a private citizen on matters of public concern. This policy shall be construed to be consistent with applicable federal, state and local case law, constitutional provisions, statutes and ordinances. This Policy is also to be construed to be consistent with other City policies, including but not limited to the City's Administrative Policies Regarding Privacy, Information Systems, Computers, Networks, Electronic Mail, Phone, Cell Phone, and Internet Use & Voice Mail. This Policy governs not only on duty and on premises social media postings and activities but also off-duty social media posting whether the employee is using City owned or personally owned computers, cell phones or other electronic communication devices.

POLICY. The proper functioning of any municipal government relies upon the public's confidence and trust in the individual employees and the City to effectively protect and serve the public. Any matter which brings City employees or the City as an organization into disrepute has the corresponding effect of reducing public confidence and trust in the City and impeding the ability of employees to work with and serve the public. Professionalism is the most significant factor in providing the highest level of service to the public, which in turn builds the public confidence and trust. Employees have the right to use personal/social networking web pages or sites, during non-working time. It is the policy of the City to maintain a level of professionalism in both on-duty and off-duty conduct, and employees shall not engage in conduct that impedes the mission of the City and its various departments. In any social media activities and postings, employees shall comply with the City's policies prohibiting discrimination and harassment. Employees should maintain positive communications and be respectful, fair, and courteous to co-workers and members of the public. Be mindful that what you publish will be public for a long time, and search engines can easily find posts years after they were created.

- a. Employees may not represent their opinion or comments in social media as that of the City or one of its various departments, or as an official spokesperson for the City unless the employee is authorized by City Management to be an official spokesperson for the City.
 1. An official spokesperson is an employee who is assigned by City Management with the tasks of making a statement or statements: on behalf of the City or one of its various departments. An official spokesperson may also be known as a Public Information Officer.
 2. Employees shall at all times exercise diligence to avoid holding themselves out as spokespersons for the City except when duly authorized to do so.

- I. Employee should avoid conduct creating the false impression that the employee is a spokesperson for the City such as use of the name of the City or one of its departments for the City, or an acronym that infers such in screen names or email addresses.
- b. Employees will not discuss or divulge confidential City business on their website or in other mediums of communication addressed in this Policy without permission from City Management.
- c. Consistent with applicable law, employees shall not engage in social media postings that are sexually explicit, false, deceptive, libelous, intimidating, slanderous, bullying, misleading or likely to cause harm to others including speech that constitutes hate speech or harassment, nor shall employees share through social media confidential matters of the City, including:
 - 1. Matters that the employee has been told are under investigation and should be kept confidential or which the employee reasonably should know should be kept confidential;
 - 2. Patient and employee information protected from disclosure by HIPPA/Medical/employment/ confidentiality and/or anti-harassment and anti-discrimination laws, such as the Americans with Disabilities Act;
 - 3. Personnel matters that are protected from disclosure by law; or
 - 4. Any document or information that would be deemed a closed record under the Missouri Sunshine Law.
- d. Behavior that constitutes harassment and intimidation include but are not limited to comments that are derogatory or demeaning with respect to race, color, religion, gender, sexual orientation, disability, national origin, veteran status, or any other status or characteristic protected under the law or by City policy; sexually suggestive, humiliating, or demeaning comments; or threats.
- e. Employees are prohibited from accessing social media sites while on duty during working time, unless the employee is doing so within his/her capacity as a duly appointed spokes-person for the city or one of its departments.
- f. Do not violate copyright laws and other intellectual property laws.
- g. Do not share specifics of the City's security or information technology practices because such details can be abused by unethical individuals.

- h. Employees should consider the possible adverse consequences of internet postings, such as future employment, exposure to civil and/or criminal proceedings, and public as well as private embarrassment.
- l. Remember that you have no expectation of privacy while participating in social media and that the City reserves the right to review your on-line postings.
- j. Violations of this Policy may lead to discipline up to and including termination of employment.
- k. The City prohibits any form of negative action or retaliation against an employee for reporting a possible violation or for participating in the investigation of a possible violation of this Policy. Anyone who retaliates against an employee for reporting a possible violation or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge.
- l. If you have any questions or concerns about the City's social media policy, please contact Shannon Stroud or the then current Human Resources Manager.



City Manager
Council Meeting 5/7/2018

To: Mayor and City Council
From: Molly McGovern
Date 4/26/2018
RE: Consideration of Tower Agreement with American Tower - Ordinance No. 18-05-09

There are two separate site agreements for towers located behind the Fire Station on Tracy. The first agreement, with American Tower, originally commenced on October 1, 1994. This is the third amendment to that site lease agreement and provides for a one-time payment of \$25,000 for executing the agreement on or before May 30, 2018; and extends the term for four five-year terms to September 30, 2034. Monthly lease payments begin at \$1,125.51 on October 1, 2018 and increase by 3% annually. We are currently receiving \$1,125.51/month. This tower site is located closest to the station.

The second agreement, with Crown Castle, originally commenced on July 29, 1996, for a 20 year term at the original lease rate of \$7,200. This tower site is located near the north side of the property behind the fire station.

The current lease expires in three years with no remaining extensions. This amendment to the site lease agreement provides for a one-time payment of \$10,000 for executing the agreement, to be paid in 60 days; and extends the term for four five-year terms to July 30, 2043. Annual lease payments begin at \$12,592.89 on July 29, 2021 and increase by 15% for each 5 year term. We are currently receiving \$12,592/year. This tower site is located furthest from the station. This agreement includes an option to lease another 1,000 SF and locate another carrier on the tower paying the City 20% of revenue.

Molly McGovern

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	5/2/2018
Amendment to Site Lease Agreement	Exhibit	5/2/2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS
TO ENTER INTO AN AMENDMENT TO THE SITE LEASE AGREEMENT
WITH AMERICAN TOWER DELAWARE CORPORATION**

WHEREAS, the City of Excelsior Springs, Missouri ("City") has received a proposal from American Tower Delaware Corporation, a Delaware corporation, and engaged in negotiations with American Tower Delaware Corporation to amend and extend the site lease for placement of antenna facilities located at 1120 Tracy Avenue, Excelsior Springs, Missouri owned by the City, and

WHEREAS, the City Council has determined that the provision of continued communication service serves a public purpose and benefits the citizens of the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City shall enter into The Third Amendment to Site Lease Agreement, to be substantially in the form attached hereto as Exhibit A with American Tower Delaware Corporation. The City Manager is authorized and directed to execute the agreement, the execution of such document being conclusive evidence of such approval.

Section 2. The City Manager and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this ____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

THE THIRD AMENDMENT TO SITE LEASE AGREEMENT

This Third Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Excelsior Springs, Missouri ("Landlord")** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord and CMT Partners, a Delaware partnership, d/b/a Cellular One, predecessor-in-interest to Tenant, entered into that certain Site Lease Agreement dated October 26, 1994 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of **Twenty Five Thousand and No/100 Dollars (\$25,000.00)** (the "**One-Time Payment**"), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 30, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 1994 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is equal to **One Thousand One Hundred Twenty-Five and 51/100 Dollars (\$1,125.51)** per month (the "**Rent**"). Commencing on October 1, 2018 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Excelsior Springs**. The Landlord hereby agrees the Rent and the One-Time Payment described in this Amendment is the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended, or any other agreements between Landlord and Tenant, or Landlord and American Tower, as the case may be. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that

such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Excelsior Springs, 201 E. Broadway, Excelsior Springs, MO 64024; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Excelsior Springs, Missouri

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: **American Tower Delaware Corporation**, a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,

a Delaware corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Clay, State of Missouri, and being known as
Clay County APN: 08-918-00-08-006-00.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,500 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the Southeast corner of the West One-Half of the Southeast Quarter of Section 35 Township 53, Range 30, in Excelsior Springs, Clay County, Missouri; thence S 87 deg. 18' 24" W, along the South line of said Southeast Quarter, a distance of 1052.00 feet to a point; thence N 01 deg. 59' 27" W, a distance of 385.02 feet to a point; thence N 87 deg. 18' 24" E, parallel to the South line of said Southeast Quarter, a distance of 20.00 feet to the Point of Beginning of the hereinafter described Leased Tract; thence continuing N 87 deg. 18' 24" E, a distance of 50.00 feet to a point; thence S 02 deg. 41' 36" E, perpendicular to the last described course, a distance of 30.00 feet to a point; thence S 87 deg. 18' 24" W, a distance of 50.00 feet to a point; thence N 02 deg. 41' 36" W, a distance of 30.00 feet to the Point of Beginning.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 83247
ATC Site Name: Excelsior Springs
Assessor's Parcel No(s): 08-918-00-08-006-00

Prior Recorded Lease Reference:

Book 2536, Page 879
State of Missouri
County of Clay

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **City of Excelsior Springs, Missouri ("Landlord")** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and CMT Partners, a Delaware partnership, d/b/a Cellular One, predecessor-in-interest to Tenant entered into that certain Site Lease Agreement dated October 26, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2054. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Excelsior Springs, 201 E. Broadway, Excelsior Springs, MO 64024; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Excelsior Springs, Missouri

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: **American Tower Delaware Corporation**,
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Being situated in the County of Clay, State of Missouri, and being known as
Clay County APN: 08-918-00-08-006-00.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,500 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the Southeast corner of the West One-Half of the Southeast Quarter of Section 35 Township 53, Range 30, in Excelsior Springs, Clay County, Missouri; thence S 87 deg. 18' 24" W, along the South line of said Southeast Quarter, a distance of 1052.00 feet to a point; thence N 01 deg. 59' 27" W, a distance of 385.02 feet to a point; thence N 87 deg. 18' 24" E, parallel to the South line of said Southeast Quarter, a distance of 20.00 feet to the Point of Beginning of the hereinafter described Leased Tract; thence continuing N 87 deg. 18' 24" E, a distance of 50.00 feet to a point; thence S 02 deg. 41' 36" E, perpendicular to the last described course, a distance of 30.00 feet to a point; thence S 87 deg. 18' 24" W, a distance of 50.00 feet to a point; thence N 02 deg. 41' 36" W, a distance of 30.00 feet to the Point of Beginning.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY OF EXCELSIOR SPRINGS
TO ENTER INTO AN AMENDMENT TO THE PCS SITE AGREEMENT
WITH STC FIVE LLC**

WHEREAS, the City of Excelsior Springs, Missouri ("City") has received a proposal from STC FIVE LLC, and engaged in negotiations with STC FIVE LLC to amend and extend the site lease for placement of antenna facilities located at 1120 Tracy Avenue, Excelsior Springs, Missouri owned by the City, and

WHEREAS, the City Council has determined that the provision of continued communication service serves a public purpose and benefits the citizens of the City.

NOW, THEREFORE, be it ordained by the City Council of the City of Excelsior Springs, Missouri, as follows:

Section 1. The City shall enter into the First Amendment to PCS Site Agreement, to be substantially in the form attached hereto as Exhibit A with STC FIVE LLC. The City Manager is authorized and directed to execute the agreement, the execution of such document being conclusive evidence of such approval.

Section 2. The City Manager and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this _____ day of _____, 2018.

Bradley T. Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 2018, by and between the CITY OF EXCELSIOR SPRINGS, MISSOURI, a municipal corporation, with a mailing address of 201 East Broadway, Excelsior Springs, Missouri 64024 (“Owner”) and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as “Lessee”).

RECITALS

WHEREAS, Owner and Sprint Spectrum L.P., a Delaware limited partnership (“Original Lessee”) entered into a PCS Site Agreement dated August 16, 1996 (the “Agreement”), a memorandum of which was recorded with the Recorder of Deeds in Clay County, Missouri on December 2, 1996 at Instrument No. 23298, Book 2627, Page 936, whereby Original Lessee leased certain real property, together with access and utility easements, located in Clay County, Missouri from Owner (the “Site”), all located within certain real property owned by Owner (“Owner’s Property”); and

WHEREAS, STC Five LLC is currently the lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on August 16, 1996, and expired on August 15, 2001. The Agreement provides for four (4) extensions of five (5) years each, all of which were exercised by Lessee. According to the Agreement, the final extension expires on August 15, 2021; and

WHEREAS, Owner and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references to the defined term "SSLP" in the Agreement are hereby deleted and "Lessee" is inserted in its place.

2. Term. Section 2 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Agreement shall be for a period of five (5) years commencing on August 16, 1996 and expiring on August 15, 2001 (the "Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to eight (8) extensions of five (5) years each, with the final lease extension expiring on August 15, 2041 (each extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Owner of its intention not to renew at least ninety (90) days prior to the expiration of the then current five (5) year term.

Owner and Lessee hereby acknowledge that Lessee has exercised four (4) Renewal Terms, leaving a balance of four (4) Renewal Terms.

3. Conditional Signing Bonus. Lessee will pay to Owner a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this First Amendment ("Conditional Signing Bonus"). Lessee will pay to Owner the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum of amendment) is not fully executed by both Owner and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Owner.

4. Revenue Share. In addition to the rent currently paid by Lessee to Owner pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Site, if after full execution of this First Amendment, Lessee subleases, licenses or grants a similar

right of use or occupancy in the Site, including the Additional Lease Area (defined below), to an unaffiliated third party not already a subtenant on the Site (“Future Subtenant”), Lessee agrees to pay to Owner twenty percent (20%) of the rental, license or similar payments actually received by Lessee from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the “Additional Rent”) within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Owner of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site and there shall be no express or implied obligation for Lessee to do so. Owner acknowledges that Owner shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Site prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Owner shall have no right to receive any portion of such revenue, including the anchor tenant Sprint.

5. Expansion Option. As further consideration for Lessee entering into this First Amendment, during the term of the Agreement, Lessee shall have the irrevocable option (“Expansion Option”) to amend the lease, to include up to a maximum of one thousand (1,000) square feet of real property adjacent to the existing Site at a location to be determined at Lessee’s sole discretion (“Additional Lease Area”) at no additional cost to Lessee and on the same terms and conditions set forth in the Agreement. Lessee may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. Lessee may exercise the Expansion Option by providing written notice to Owner at any time; provided, however, that following Lessee’s delivery of notice to Owner, Lessee may at any time prior to full execution of the Additional Lease Area Documents (defined below) withdraw its election to exercise the Expansion Option if Lessee discovers or obtains any information of any nature regarding the Additional Lease Area which Lessee determines to be unfavorable in its sole discretion. Within thirty (30) days after Lessee’s exercise of the Expansion Option, Owner shall

execute and deliver an amendment to the Agreement, a memorandum of amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Lessee's exercise of the Expansion Option, Owner shall obtain and deliver a non-disturbance agreement in recordable form for any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Lessee's satisfaction.

6. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Owner's Property, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Site. If Owner's notice covers portions of the Owner's Property beyond the Site, Lessee may elect to acquire an interest in only the Site, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

7. Eminent Domain. If Owner receives notice of a proposed taking by eminent domain of any part of the land upon which the Site or the easements are situated, Owner will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Site and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Site and easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

8. Owner's Cooperation. If requested by Lessee, Owner will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Lessee. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

9. Notices. Lessee's notice address as stated in Section 6 of the Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

10. Ratification.

a) Owner and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Owner and Lessee with respect to the Site.

b) Owner agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Owner represents and warrants that Owner is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended.

d) Owner acknowledges that the Site, as defined, shall include any portion of the Owner's Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

11. IRS Form W-9. Owner agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Site is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. Letter Agreement. This First Amendment supersedes that certain Letter Agreement by and between Owner and Lessee dated February 15, 2018, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control.

13. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Lessee. This First Amendment may

be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Site and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

[Execution Pages Follow]

This First Amendment is executed by Owner as of the date first written above.

OWNER:
CITY OF EXCELSIOR SPRINGS, MISSOURI,
a municipal corporation

By: _____
Print Name: _____
Print Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Print Title: _____

Space above this line for Recorder's Use

A.P.N. 08-918-00-08-006.00

**Prior recorded document(s) in Clay County, Missouri:
Recorded on December 2, 1996 at #23298, Book 2627, Page 936**

MEMORANDUM OF FIRST AMENDMENT TO
PCS SITE AGREEMENT

This Memorandum of First Amendment to PCS Site Agreement is made effective this ____ day of _____, 20__ by and between the CITY OF EXCELSIOR SPRINGS, MISSOURI, a municipal corporation, with a mailing address of 201 East Broadway, Excelsior Springs, Missouri 64024 ("Owner") and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Lessee").

1. Owner and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated August 16, 1996 (the "Agreement"), a memorandum of which was recorded with the Recorder of Deeds in Clay County, Missouri on December 2, 1996 at Instrument No. 23298, Book 2627, Page 936, whereby Original Lessee leased certain real property, together with access and utility easements, located in Clay County, Missouri from Owner (the "Site"), all located within certain real property owned by Owner (the "Owner's Property"). The Owner's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. STC Five LLC is currently the lessee under the Agreement as successor in interest to the Original Lessee.

3. The Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

4. The Agreement had an initial term that commenced on August 16, 1996, and expired on August 15, 2001. The Agreement provides for four (4) extensions of five (5) years each, all of which were exercised by Lessee (each extension is referred to as a “Renewal Term”). According to the Agreement, the final Renewal Term expires on August 15, 2021.

5. Owner and Lessee have entered into a First Amendment to PCS Site Agreement (the “First Amendment”), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on August 15, 2041.

6. By the First Amendment, Owner granted to Lessee the option to expand the Site by up to an additional one thousand (1,000) square feet adjacent to the Site. Additional details of the foregoing expansion are set forth in the First Amendment.

7. By the First Amendment, Owner granted to Lessee the right of first refusal to purchase all, or a portion, of the Owner’s Property, the details of which are set forth in the First Amendment.

8. If requested by Lessee, Owner will execute, at Lessee’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee’s absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support

structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Lessee. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

9. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

10. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Lessee.

11. This Memorandum does not contain the social security number of any person.

12. A copy of the First Amendment is on file with Owner and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Owner and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:
CITY OF EXCELSIOR SPRINGS, MISSOURI,
a municipal corporation

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this ____ day of _____ in the year 2018 before me, _____,
the undersigned notary public, personally appeared _____, known to me
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
that he/she/they executed the same for the purposes therein contained. In witness whereof, I
hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

(seal)

[Lessee Execution Page Follows]

LESSEE:
STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC FIVE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Owner's Property)

A PARCEL OF LAND LOCATED IN THE STATE OF MISSOURI, COUNTY OF CLAY, WITH A SITUS ADDRESS OF 1120 TRACY AVE, EXCELSIOR SPRINGS, MO 64024-1141 CURRENTLY OWNED BY CITY OF EXCELSIOR SPRINGS HAVING A TAX ASSESSOR NUMBER OF 08-918-00-08-006.00 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS BEG 372' E OF NE COR TRACY & 69 HWY, E220, N996.8, W220, S996.8 TO POB DATED AND RECORDED.



Finance

Council Meeting 5/7/2018

To: Mayor and City Council
From: Steve Marriott, Director of Administrative Services
Date: 4/16/2018
RE: Consideration of Utility Assistance Program - Ordinance No. 18-05-11

As we have discussed previously, Molly and I have been meeting with Martha Buckman regarding establishment of a utility assistance program for low income households. Attached is an ordinance allowing Molly and I to implement such a program and allowing us to contract with the Good Samaritan Center for administration of this program. Also attached is a draft copy of the guidelines we have established.

I respectfully request approval of this ordinance. Either Molly or I will be happy to answer any questions regarding this program.

Steve Marriott, Director of Administrative Services

ATTACHMENTS:

Description	Type	Upload Date
Utility Assistance Program Ordinance	Ordinance	4/17/2018
Draft Guidelines	Backup Material	4/16/2018

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, COUNTY OF CLAY, STATE OF MISSOURI, AUTHORIZING THE CITY MANAGER AND DIRECTOR OF ADMINISTRATIVE SERVICES TO DEVELOP AN UTILITY ASSISTANCE PROGRAM AND CONTRACT WITH THE GOOD SAMARITAN CENTER FOR ADMINISTRATION OF THIS PROGRAM.

WHEREAS, the City of Excelsior Springs is a City of the third class and a political subdivision of the State of Missouri, organized and existing under the Constitution and laws of thee state; and,

WHEREAS, the City Council and City Staff understand that water, sewer and trash bills can eat up a large percentage of low income families' budgets; and,

WHEREAS, the City Council and City Staff wish to develop a program to assist those customers.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Excelsior Springs, Missouri, that the City Manager and Director of Administrative Services shall be empowered to develop guidelines for a utility assistance program and contract with the Good Samaritan Center for administration of this program.

INTRODUCED IN WRITING, read by title, passed and approved on the _____ day of _____, 2018.

Brad Eales, Mayor

ATTEST:

Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern, City Manager

City of Excelsior Springs Utility Fund

- Assistance from this fund are to offset the cost of rate increase
- Good Samaritan Center (GSC) will have additional funds to assist above the City Utility Fund.
- 10% of the City of Excelsior Springs will be Admin fee to GSC for GSC's management of the City of EXSP Utility Funds.
- Guidelines for use of City of Excelsior Utility Fund:
 1. If Senior, Disabled or Homeowner household must be at or below 150% of the federal government's poverty level.
 2. All other applicants must be at or below 135% of the federal government's poverty level.
 3. Current bill must be in resident's name and must be an active water/sewer bill customer (required of all funding offered).
 4. Funds being offered are because customer is showing inability to pay due to rate increase.
 5. Customer's water may not be currently disconnected for non-payment.
 6. Maximum assistance is \$125 in 12 months.
 - Client can receive assistance of no more than \$62.50 twice a year.
 7. Customer must bring proof of income for the past 30 days.
 8. Customer must provide proof of active service with City of EXSP.
 9. Customer must bring ID for any one 18 and older residing in their household and SS Cards for everyone residing in household.
 10. Applicant for assistance must agree to have their household information enter in MAAC Link which is a secure data collection system used by Good Samaritan Center. Client information will only be shared with vendor (City of Excelsior Springs).
 11. No employee of GSC is eligible to receive these funds.
 12. A voucher will be sent with the EXSP customer to the Water Dept.
Proof of assistance will be followed up by caseworker with an email to the City of EXSP.
- GSC will store paper copies of the MAAC Link Standard Intake form from the date of assistance (proof of income, copy of bill) for ten years and will be available for audit.
- City of Excelsior Springs Utility Fund will go into effect July 1, 2018.



City Council Meetings
Council Meeting 5/7/2018

To: Mayor and City Council
From: Molly McGovern, City Manager
Date: 4/27/2018
RE: Appropriations - Ordinance No. 18-05-12

The Expenditure Approval Lists prepared April 18 and April 25 of 2018 are attached for your review and consideration. Please give me a call if you have questions prior to the May 7, 2018 meeting.

Appropriations (04-18-18)	72,671.23
Appropriations (04-25-18)	238,234.02
Payroll (04-30-18)	286,836.66
Total	<u>\$ 597,741.91</u>

I respectfully request appropriations be approved in the amount of \$597,741.91.

Respectfully submitted,

Molly McGovern, City Manager

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	4/27/2018
Appropriations 4-18-18	Backup Material	5/2/2018
Appropriations 4-26-18	Backup Material	4/27/2018
Coding List	Backup Material	5/3/2018

ORDINANCE NO. _____
(Appropriations Ordinance)

AN ORDINANCE ALLOWING CLAIMS AND APPROPRIATING TO PAY THE SAME BY ISSUING CHECKS OUT OF THE VARIOUS FUNDS OF THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS, MISSOURI TO:

1. APPROPRIATE FUNDS FOR CLAIMS ATTACHED, AND THAT THE SUM OF \$ _____ BE AND THE SAME IS HERBY APPROVED FOR PAYMENT.

PASSED AND APPROVED THIS _____ DAY OF _____ 2018.

BRADLEY T. EALES (Mayor)

ATTEST:

Shannon Stroud, City Clerk

I, _____, Director of Finance of the City of Excelsior Springs, hereby Certify that there are sufficient funds to pay the amounts as approved.

Director of Finance of the City of
Excelsior Springs, Missouri

PREPARED 04/18/2018,16:30:14
PROGRAM: GM339L
CITY OF EXCELSIOR SPRINGS

EXPENDITURE APPROVAL LIST
AS OF: 04/27/2018 PAYMENT DATE: 04/19/2018

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002795	00	BOUND TREE MEDICAL, LLC						
82835783	002830		00	04/18/2018	101-2202-422.61-02	EMS SUPPLIES	69.90	
						VENDOR TOTAL *	69.90	
0000970	00	BSN SPORTS INC						
902006887	002783		00	04/16/2018	210-1001-451.61-02	ICE PACKS	28.50	
						VENDOR TOTAL *	28.50	
0000194	00	CENTRAL STATES BUS SALES						
6955063/506325	002694		00	04/12/2018	250-1001-439.61-07	VOID/INCORRECT VENDOR	CHECK #: 121360	62.94-
						VENDOR TOTAL *	.00	62.94-
0000232	00	CERBERUS SFR HOLDINGS LP						
000023779	UT		00	04/16/2018	510-0000-115.20-01	UB CR REFUND	5.84	
						VENDOR TOTAL *	5.84	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOQS124777	002831		00	04/18/2018	101-2101-421.43-10	BRAKE REPAIRS	532.15	
52540	002784		00	04/16/2018	210-1001-451.43-10	TAILGATE HANDLE	27.34	
						VENDOR TOTAL *	559.49	
0001359	00	CITY OF EXCELSIOR/WATER BILLS						
	002787		00	04/16/2018	101-1601-416.41-03	CITY WATE USAGE	218.07	
	002794		00	04/16/2018	101-1602-416.41-03	CITY WATE USAGE	57.37	
	002788		00	04/16/2018	101-2101-421.41-03	CITY WATE USAGE	165.93	
	002791		00	04/16/2018	101-2103-421.41-03	CITY WATE USAGE	79.44	
	002789		00	04/16/2018	101-6701-467.41-03	CITY WATE USAGE	80.14	
	002785		00	04/16/2018	210-1001-451.41-03	CITY WATE USAGE	236.19	
	002793		00	04/16/2018	281-1001-457.41-03	CITY WATE USAGE	1,598.51	
	002786		00	04/16/2018	510-1001-433.41-03	CITY WATE USAGE	1,201.43	
	002792		00	04/16/2018	510-1001-433.41-03	CITY WATE USAGE	32.07	
	002790		00	04/16/2018	610-1001-456.41-03	CITY WATE USAGE	16.03	
						VENDOR TOTAL *	3,685.18	
0000447	00	CLAY COUNTY SHERIFF'S DEPT						
	002832		00	04/18/2018	101-1204-412.61-25	PRISONER HOUSING	390.00	
						VENDOR TOTAL *	390.00	
0000232	00	CSMA BLT LLC						
000020867	UT		00	04/16/2018	510-0000-115.20-01	UB CR REFUND	5.84	
						VENDOR TOTAL *	5.84	
0002616	00	CYBERGOLF						
SI-01246	002824		00	04/17/2018	530-1001-455.54-00	VOUCHER FEES	3.90	
						VENDOR TOTAL *	3.90	
0003082	00	CYCLONE, INC.						
14871	002825		00	04/17/2018	530-1001-455.43-24	PORTA POTTY	470.00	
						VENDOR TOTAL *	470.00	
0002128	00	ED M. FELD EQUIPMENT COMPANY, INC.						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001116	00	HACH COMPANY						
10914636	002827		00	04/17/2018	520-1001-432.61-04	LAB SUPPLIES	205.07	
						VENDOR TOTAL *	205.07	
0002438	00	HELENA AGRI-ENTERPRISES, LLC						
64220308	002826		00	04/17/2018	530-1001-455.61-06	TURF TREATMENT	380.00	
64220759	002827		00	04/17/2018	530-1001-455.61-06	TURF TREATMENT	132.50	
						VENDOR TOTAL *	512.50	
0002822	00	HERITAGE CRYSTAL CLEAN, LLC						
15048585	PI0078 004840		00	03/28/2018	101-2201-422.43-12	TANK CLEANING	1,286.20	
						VENDOR TOTAL *	1,286.20	
0001269	00	INTERSTATE BATTERY						
1904301011505	002836		00	04/18/2018	101-2201-422.43-11	BATTERY	486.00	
						VENDOR TOTAL *	486.00	
0001940	00	JAY'S UNIFORMS						
26057	002837		00	04/18/2018	101-2201-422.61-04	SHIRTS/PINS	383.36	
						VENDOR TOTAL *	383.36	
0000580	00	JOHN'S SUPER						
43	002827		00	04/17/2018	530-1004-455.46-00	FOOD	37.71	
44	002827		00	04/17/2018	530-1004-455.46-00	FOOD	43.27	
19	002827		00	04/17/2018	530-1004-455.46-00	FOOD	9.50	
85	002827		00	04/17/2018	530-1004-455.46-00	FOOD	9.79	
						VENDOR TOTAL *	100.27	
0000987	00	K.C. BOBCAT						
21084626	002801		00	04/16/2018	101-3101-431.43-11	MISC PARTS	296.54	
						VENDOR TOTAL *	296.54	
0003074	00	KEX RX PHARMACY & HOME CARE						
90068131	002827		00	04/17/2018	510-1001-433.60-03	SHIPPING FEE	70.30	
						VENDOR TOTAL *	70.30	
0002730	00	KONICA MINOLTA PREMIER FINANCE						
355075052	002802		00	04/16/2018	210-1001-451.44-02	LEASE ON COPIER	243.04	
						VENDOR TOTAL *	243.04	
0001269	00	KRIS WALKER						
720606	002827		00	04/17/2018	530-1001-455.61-07	LOADER ATTACHMENT	300.00	
						VENDOR TOTAL *	300.00	
0001710	00	LAFAYETTE COUNTY TRUCK & TRACTOR CO						
55552P	002803		00	04/16/2018	520-1001-432.43-11	MISC PARTS	310.86	
						VENDOR TOTAL *	310.86	
0001269	00	LAKE DONIPHAN RETREAT CENTER						
	002855		00	04/18/2018	101-1401-413.29-05	RETREAT CENTER RENTAL	400.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO						AMOUNT
<hr/>								
0001269	00	LAKE DONIPHAN RETREAT CENTER						
						VENDOR TOTAL *	400.00	
0002924	00	LAMP, RYNEARSON & ASSOCIATES, INC.						
		002828	00	04/17/2018	220-1001-465.45-10	PROFESSIONAL SERVICES	19,740.00	
		002827	00	04/17/2018	230-1001-431.45-04	ENGINEERING	6,400.00	
						VENDOR TOTAL *	26,140.00	
0002686	00	LEAF						
8267150		002838	00	04/18/2018	101-1801-418.44-02	LEASE ON SCANNER	260.00	
						VENDOR TOTAL *	260.00	
0003010	00	LIBERTY HOSPITAL URGENT CARE-						
000431863-00		002804	00	04/16/2018	101-2202-422.33-05	DRUG SCREEN	60.00	
						VENDOR TOTAL *	60.00	
0000232	00	MCELWEE, PAUL & KIMBERLY						
000015619		UT	00	04/17/2018	510-0000-115.20-01	UB CR REFUND	5.71	
						VENDOR TOTAL *	5.71	
0002199	00	MEDIACOM						
		002805	00	04/16/2018	210-1001-451.53-01	INTERNET ACCESS	129.95	
						VENDOR TOTAL *	129.95	
0000964	00	MID-AMERICA REGIONAL COUNCIL						
G-I-0008439		002839	00	04/18/2018	211-1001-421.53-01	911 EXPENSES	3,059.60	
						VENDOR TOTAL *	3,059.60	
0000617	00	MISSISSIPPI LIME						
1370495		PI0079 004837	00	04/11/2018	510-1001-433.61-06	LIME	4,966.97	
						VENDOR TOTAL *	4,966.97	
0001174	00	MISSOURI DIVISION OF ALCOHOL AND						
		002827	00	04/17/2018	530-1004-455.69-06	LIQUOR LICENSE	500.00	
						VENDOR TOTAL *	500.00	
0002133	00	MO DEPARTMENT OF CORRECTIONS						
9654		002827	00	04/17/2018	210-1001-451.34-18	WORK RELEASE PROGRAM	300.00	
						VENDOR TOTAL *	300.00	
0000269	00	MO POLICE CHIEFS						
173705		002840	00	04/18/2018	101-2101-421.67-03	ANNUAL CONFERENCE	275.00	
						VENDOR TOTAL *	275.00	
0002851	00	NARTEC, INC.						
10551		002841	00	04/18/2018	101-2101-421.61-07	DRUG TESTING SUPPLIES	419.55	
						VENDOR TOTAL *	419.55	
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.						
383856		002827	00	04/17/2018	530-1004-455.46-00	BEER	388.75	

VEND NO	SEQ#	VENDOR NAME						EFT, BPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
<hr/>								
0002140	00	NORTH KANSAS CITY BEVERAGE CO., INC.						
						VENDOR TOTAL *	388.75	
0000554	00	OWEN LUMBER CO						
713320	002822		00	04/16/2018	210-1001-451.43-12	SOFFIT	34.56	
713300	002844		00	04/18/2018	220-1001-465.45-10	CAULK GUN/ADHESIVE	80.87	
713349	002827		00	04/17/2018	520-1001-432.61-03	MISC SUPPLIES	58.65	
713254	002827		00	04/17/2018	520-1001-432.61-18	MISC SUPPLIES	44.16	
						VENDOR TOTAL *	218.24	
0002486	00	PLAYPOWER LT FARMINGTON INC.						
1400220419	002808		00	04/16/2018	210-1001-451.43-25	CHAINS	122.50	
						VENDOR TOTAL *	122.50	
0000060	00	PRAXAIR DISTRIBUTION, INC.						
82271169	002827		00	04/17/2018	530-1001-455.43-11	BOTTLE RENTAL	25.85	
						VENDOR TOTAL *	25.85	
0002058	00	PRESTO-X LLC						
7503875	002809		00	04/16/2018	101-1601-416.43-12	PEST CONTROL	76.00	
7503874	002810		00	04/16/2018	101-2201-422.43-12	PEST CONTROL	31.50	
7503873	002811		00	04/16/2018	101-2201-422.43-12	PEST CONTROL	76.00	
7503872	002812		00	04/16/2018	281-1001-457.43-12	PEST CONTROL	76.00	
						VENDOR TOTAL *	259.50	
0000370	00	QUILL CORP						
6232160	002827		00	04/17/2018	101-1802-418.60-01	OFFICE SUPPLIES	164.92	
6311960	002845		00	04/18/2018	101-2101-421.60-01	OFFICE SUPPLIES	171.18	
						VENDOR TOTAL *	336.10	
0001269	00	ROGER PIERSON						
	002813		00	04/16/2018	210-1001-451.43-11	REIMBURSE/SUPPLIES	110.16	
						VENDOR TOTAL *	110.16	
0000568	00	SAMS CLUB MASTERCARD						
02615	002853		00	04/18/2018	101-1601-416.61-30	MISC SUPPLIES	41.39	
1260396316	002827		00	04/17/2018	530-1001-455.61-07	WATER JUG	199.44	
04315	002827		00	04/17/2018	530-1004-455.46-00	FOOD	168.20	
						VENDOR TOTAL *	409.03	
0002776	00	SHIELD SECURITY SYSTEMS						
71808	002814		00	04/16/2018	210-1001-451.43-02	SECURITY MONITORING	65.85	
71807	002815		00	04/16/2018	210-1001-451.43-02	SECURITY MONITORING	98.85	
						VENDOR TOTAL *	164.70	
0002366	00	SYN-TECH SYSTEMS, INC.						
169868	002827		00	00/00/0000	510-1001-433.62-01	MAINTENANCE AGREEMENT	1,275.00	
						VENDOR TOTAL *	1,275.00	
0002435	00	SYSO OF KANSAS CITY						

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0002435	00	SYSCO OF KANSAS CITY						
157943488	002827		00	04/17/2018	530-1004-455.46-00	FOOD	626.54	
						VENDOR TOTAL *	626.54	
0001308	00	TAN TARA						
G98451	002816		00	04/16/2018	101-1201-412.58-01	LODGING/CONFERENCE	540.00	
						VENDOR TOTAL *	540.00	
0001213	00	THE LIQUOR CONTROL OFFICER						
	002827		00	04/17/2018	530-1004-455.69-06	LIQUOR LICENSE	750.00	
						VENDOR TOTAL *	750.00	
0002158	00	TITLEIST						
905594510	002827		00	04/17/2018	530-1003-455.46-00	GOLF BALLS	119.00	
						VENDOR TOTAL *	119.00	
0000756	00	TRIPLE E INC						
4207	002846		00	04/18/2018	101-2101-421.43-10	TIRE REPAIR	17.50	
4208	002847		00	04/18/2018	101-2202-422.43-10	TIRE REPAIR	12.50	
3497	002817		00	04/16/2018	210-1001-451.43-10	TIRE REPAIR	20.00	
						VENDOR TOTAL *	50.00	
0002350	00	USA BLUE BOOK						
535383	002827		00	04/17/2018	510-1001-433.61-04	LAB SUPPLIES	788.31	
						VENDOR TOTAL *	788.31	
0000693	00	VANCE BROTHERS INC						
IG 145755	002827		00	04/17/2018	510-1001-433.43-21	ASPHALT	560.56	
						VENDOR TOTAL *	560.56	
0002579	00	WALKER UNIFORMS						
2440719	002827		00	04/17/2018	101-1601-416.43-12	MATS, MOPS, TOWELS	111.30	
2440718	002848		00	04/18/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	69.27	
	002849		00	04/18/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	92.60	
						VENDOR TOTAL *	273.17	
0001944	00	WESTLAKE HARDWARE						
6955244/506325	002856		00	04/18/2018	101-1601-416.43-12	JANITORIAL SUPPLIES	28.91	
6955217/506337	002850		00	04/18/2018	101-2201-422.43-12	VELCRO STRIP	3.99	
6955226/506337	002851		00	04/18/2018	101-2201-422.61-07	CHAIN SAW/SUPPLIES	969.99	
	002852		00	04/18/2018	101-2201-422.43-12	CHAIN SAW/SUPPLIES	59.44	
6955179/506325	002820		00	04/16/2018	101-3101-431.61-07	TOOLS	31.97	
6955115/512622	002819		00	04/16/2018	210-1001-451.72-00	CAULK	26.85	
6955169/512622	002822		00	04/16/2018	210-1001-451.43-12	MISC SUPPLIES	24.92	
6955186/512622	002822		00	04/16/2018	210-1001-451.43-12	MISC SUPPLIES	6.17	
6955201/512622	002822		00	04/16/2018	210-1001-451.43-25	MISC SUPPLIES	56.08	
6955063/506325	002694		00	04/12/2018	250-1001-439.61-07	MISC TOOLS	62.94	
6955176/506325	002821		00	04/16/2018	510-1001-433.43-21	GRASS SEED	23.98	
6955135/506325	002822		00	04/16/2018	510-1001-433.43-12	DOOR REPAIRS	39.97	
6954114/506325	002854		00	04/18/2018	510-1001-433.43-11	SOCKETS	27.98	

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EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L

AS OF: 04/27/2018 PAYMENT DATE: 04/19/2018

CITY OF EXCELSIOR SPRINGS

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT

0001944 00 WESTLAKE HARDWARE

VENDOR TOTAL *	1,363.19	
HAND ISSUED TOTAL ***		62.94-
TOTAL EXPENDITURES ****	72,734.17	62.94-
GRAND TOTAL *****		72,671.23

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0000791	00	AMEREN UE									
		002895				00	04/23/2018	101-1601-416.41-01	ELECTRIC SERV ICE	828.26	
		002896				00	04/23/2018	101-2101-421.41-01	ELECTRIC SERV ICE	1,088.75	
		002894				00	04/23/2018	101-2201-422.41-01	ELECTRIC SERV ICE	1,238.28	
		002897				00	04/23/2018	101-3101-431.41-01	ELECTRIC SERV ICE	9,736.31	
		002899				00	04/23/2018	101-6701-467.41-01	ELECTRIC SERV ICE	336.94	
		002903				00	04/23/2018	210-1001-451.41-01	ELECTRIC SERV ICE	523.37	
		002898				00	04/23/2018	210-4401-444.41-01	ELECTRIC SERV ICE	74.51	
		002904				00	04/23/2018	281-1001-457.41-01	ELECTRIC SERV ICE	6,241.32	
		002900				00	04/23/2018	510-1001-433.41-01	ELECTRIC SERV ICE	9,609.34	
		002902				00	04/23/2018	520-1001-432.41-01	ELECTRIC SERV ICE	21,354.43	
		002877				00	04/23/2018	530-1001-455.41-01	ELECTRIC SERVICE	16.52	
		002901				00	04/23/2018	530-1001-455.41-01	ELECTRIC SERV ICE	698.35	
									VENDOR TOTAL *	51,746.38	
0000521	00	ARMSTRONG TEASDALE LLP									
2227411		002870				00	04/23/2018	101-1401-413.33-01	LEGAL FEES	3,134.40	
2227410		002872				00	04/23/2018	101-1401-413.33-01	LEGAL FEES	2,171.28	
		002874				00	04/23/2018	101-1401-413.33-01	LEGAL FEES	51.26	
		002873				00	04/23/2018	220-1001-465.45-10	LEGAL FEES	468.50	
		002871				00	04/23/2018	510-1001-433.33-01	LEGAL FEES	360.96	
		002875				00	04/23/2018	510-1001-433.33-01	LEGAL FEES	465.42	
		002876				00	04/23/2018	520-1001-432.33-01	LEGAL FEES	914.95	
									VENDOR TOTAL *	7,566.77	
0000234	00	ASHLEY GLADBACH									
		002908				00	04/23/2018	210-0000-347.02-13	SPORT REFUND	100.00	
									VENDOR TOTAL *	100.00	
0001559	00	BOULEVARD FLORIST									
117773		002910				00	04/24/2018	101-1401-413.29-05	FUNERAL ARRANGEMENT	69.50	
									VENDOR TOTAL *	69.50	
0002795	00	BOUND TREE MEDICAL, LLC									
82844499		002931				00	04/25/2018	101-2202-422.61-02	EMS SUPPLIES	697.28	
									VENDOR TOTAL *	697.28	
0002296	00	CARD SERVICES									
6952		002412				00	03/22/2018	101-3101-431.43-11	MISC SUPPLIES	2.99	
4304		002411				00	03/22/2018	210-1001-451.61-06	MISC SUPPLIES	118.96	
4304		002422				00	03/23/2018	210-1001-451.61-06	CREDIT CARD CHARGE	118.96	
7193		002487				00	03/29/2018	210-1001-451.43-25	CONCRETE MIX	8.98	
7193		002858				00	04/19/2018	210-1001-451.43-25	CREDIT CARD PURCHASE	8.98	
6179		002410				00	03/22/2018	510-1001-433.43-11	MISC PARTS	304.89	
									VENDOR TOTAL *	307.88	
0002289	00	CARDMEMBER SERVICE									
		002864				00	04/19/2018	101-1101-411.58-04	MEALS/TRAINING/MISC SUPPL	10.87	
		002864				00	04/19/2018	101-1101-411.58-04	MEALS/TRAINING/MISC SUPPL	20.00	
		002864				00	04/19/2018	101-1101-411.58-04	MEALS/TRAINING/MISC SUPPL	20.00	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

0002289	00	CARDMEMBER SERVICE						
	002906	00 04/19/2018		101-1101-411.67-01	MEALS/TRAINING/MISC SUPPL		60.00	
	002906	00 04/19/2018		101-1101-411.58-04	MEALS/TRAINING/MISC SUPPL		20.00	
	002864	00 04/19/2018		101-1201-412.61-07	MEALS/TRAINING/MISC SUPPL		85.99	
	002864	00 04/19/2018		101-1201-412.61-30	MEALS/TRAINING/MISC SUPPL		18.98	
	002864	00 04/19/2018		101-1201-412.60-01	MEALS/TRAINING/MISC SUPPL		33.94	
	002864	00 04/19/2018		101-1401-413.69-02	MEALS/TRAINING/MISC SUPPL		89.18	
	002864	00 04/19/2018		101-1401-413.67-01	MEALS/TRAINING/MISC SUPPL		20.00	
	002864	00 04/19/2018		101-1401-413.67-01	MEALS/TRAINING/MISC SUPPL		288.00	
	002867	00 04/19/2018		101-1401-413.67-03	MEALS/TRAINING/MISC SUPPL		875.00	
	002864	00 04/19/2018		101-1501-415.60-01	MEALS/TRAINING/MISC SUPPL		75.94	
	002864	00 04/19/2018		101-1501-415.60-01	MEALS/TRAINING/MISC SUPPL		23.39	
	002864	00 04/19/2018		101-1601-416.43-12	MEALS/TRAINING/MISC SUPPL		218.10	
	002864	00 04/19/2018		101-1801-418.60-03	MEALS/TRAINING/MISC SUPPL		6.70	
	002864	00 04/19/2018		101-1802-418.60-01	MEALS/TRAINING/MISC SUPPL		28.89	
	002863	00 04/19/2018		101-1803-418.69-02	MEALS/TRAINING/MISC SUPPL		70.73	
	002864	00 04/19/2018		101-2101-421.43-12	MEALS/TRAINING/MISC SUPPL		748.38	
	002864	00 04/19/2018		101-2101-421.60-01	MEALS/TRAINING/MISC SUPPL		42.52	
	002864	00 04/19/2018		101-2101-421.61-07	MEALS/TRAINING/MISC SUPPL		37.98	
	002864	00 04/19/2018		101-2101-421.61-04	MEALS/TRAINING/MISC SUPPL		25.90	
	002864	00 04/19/2018		101-2101-421.61-04	MEALS/TRAINING/MISC SUPPL		244.97	
	002864	00 04/19/2018		101-2101-421.67-03	MEALS/TRAINING/MISC SUPPL		100.00	
	002864	00 04/19/2018		101-2101-421.60-01	MEALS/TRAINING/MISC SUPPL		14.49	
	002864	00 04/19/2018		101-2101-421.61-07	MEALS/TRAINING/MISC SUPPL		23.19	
	002864	00 04/19/2018		101-2101-421.60-01	MEALS/TRAINING/MISC SUPPL		19.68	
	002864	00 04/19/2018		101-2101-421.61-07	MEALS/TRAINING/MISC SUPPL		99.45	
	002864	00 04/19/2018		101-2101-421.61-07	MEALS/TRAINING/MISC SUPPL		24.88	
	002864	00 04/19/2018		101-2101-421.34-01	MEALS/TRAINING/MISC SUPPL		25.00	
	002864	00 04/19/2018		101-2101-421.61-04	MEALS/TRAINING/MISC SUPPL		46.21	
	002864	00 04/19/2018		101-2101-421.61-04	MEALS/TRAINING/MISC SUPPL		350.88	
	002864	00 04/19/2018		101-2101-421.60-01	MEALS/TRAINING/MISC SUPPL		11.98	
	002866	00 04/19/2018		101-2101-421.67-03	MEALS/TRAINING/MISC SUPPL		195.00-	
	002866	00 04/19/2018		101-2101-421.61-04	MEALS/TRAINING/MISC SUPPL		15.84-	
	002864	00 04/19/2018		101-2201-422.43-12	MEALS/TRAINING/MISC SUPPL		236.25	
	002864	00 04/19/2018		101-2201-422.58-04	MEALS/TRAINING/MISC SUPPL		134.90	
	002864	00 04/19/2018		101-2201-422.61-30	MEALS/TRAINING/MISC SUPPL		43.38	
	002864	00 04/19/2018		101-2201-422.58-04	MEALS/TRAINING/MISC SUPPL		19.58	
	002864	00 04/19/2018		210-1001-451.54-00	MEALS/TRAINING/MISC SUPPL		45.00	
	002864	00 04/19/2018		210-1001-451.58-04	MEALS/TRAINING/MISC SUPPL		11.19	
	002864	00 04/19/2018		210-1001-451.34-04	MEALS/TRAINING/MISC SUPPL		15.00	
	002864	00 04/19/2018		210-1001-451.34-04	MEALS/TRAINING/MISC SUPPL		24.75	
	002864	00 04/19/2018		210-1001-451.67-01	MEALS/TRAINING/MISC SUPPL		10.00	
	002864	00 04/19/2018		210-1001-451.54-00	MEALS/TRAINING/MISC SUPPL		38.09	
	002864	00 04/19/2018		210-1001-451.58-04	MEALS/TRAINING/MISC SUPPL		12.51	
	002864	00 04/19/2018		210-1001-451.61-15	MEALS/TRAINING/MISC SUPPL		20.00	
	002864	00 04/19/2018		210-1001-451.43-10	MEALS/TRAINING/MISC SUPPL		76.66	
	002864	00 04/19/2018		210-1001-451.43-25	MEALS/TRAINING/MISC SUPPL		19.33	
	002864	00 04/19/2018		210-1001-451.43-12	MEALS/TRAINING/MISC SUPPL		612.50	
	002864	00 04/19/2018		210-1001-451.43-25	MEALS/TRAINING/MISC SUPPL		8.98	
	002906	00 04/19/2018		210-1001-451.61-30	MEALS/TRAINING/MISC SUPPL		365.07	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
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0002289	00	CARDMEMBER SERVICE						
	002864	00 04/19/2018		281-1001-457.54-00	MEALS/TRAINING/MISC SUPPL		112.50	
	002864	00 04/19/2018		281-1001-457.61-30	MEALS/TRAINING/MISC SUPPL		362.94	
	002864	00 04/19/2018		281-1001-457.61-15	MEALS/TRAINING/MISC SUPPL		39.88	
	002864	00 04/19/2018		281-1001-457.61-15	MEALS/TRAINING/MISC SUPPL		16.00	
	002864	00 04/19/2018		281-1001-457.60-01	MEALS/TRAINING/MISC SUPPL		55.00	
	002864	00 04/19/2018		281-1001-457.54-00	MEALS/TRAINING/MISC SUPPL		193.27	
	002864	00 04/19/2018		281-1001-457.61-30	MEALS/TRAINING/MISC SUPPL		28.96	
	002864	00 04/19/2018		281-1001-457.58-04	MEALS/TRAINING/MISC SUPPL		12.07	
	002864	00 04/19/2018		281-1001-457.61-15	MEALS/TRAINING/MISC SUPPL		135.00	
	002864	00 04/19/2018		281-1001-457.58-04	MEALS/TRAINING/MISC SUPPL		62.67	
	002864	00 04/19/2018		281-1001-457.60-01	MEALS/TRAINING/MISC SUPPL		119.64	
	002864	00 04/19/2018		281-1001-457.60-01	MEALS/TRAINING/MISC SUPPL		30.91	
	002864	00 04/19/2018		281-1001-457.60-01	MEALS/TRAINING/MISC SUPPL		46.90	
	002864	00 04/19/2018		281-1001-457.60-01	MEALS/TRAINING/MISC SUPPL		66.69	
	002868	00 04/19/2018		281-1001-457.61-30	MEALS/TRAINING/MISC SUPPL		595.00	
	002864	00 04/19/2018		281-1005-457.61-15	MEALS/TRAINING/MISC SUPPL		95.04	
	002864	00 04/19/2018		281-1005-457.61-15	MEALS/TRAINING/MISC SUPPL		131.61	
	002868	00 04/19/2018		281-1005-457.61-15	MEALS/TRAINING/MISC SUPPL		160.00	
	002864	00 04/19/2018		281-1006-457.61-15	MEALS/TRAINING/MISC SUPPL		230.73	
	002865	00 04/19/2018		281-1006-457.61-15	MEALS/TRAINING/MISC SUPPL		54.94	
	002864	00 04/19/2018		510-1001-433.61-18	MEALS/TRAINING/MISC SUPPL		1,291.33	
	002864	00 04/19/2018		510-1001-433.61-18	MEALS/TRAINING/MISC SUPPL		939.82	
	002864	00 04/19/2018		510-1001-433.43-12	MEALS/TRAINING/MISC SUPPL		222.00	
	002864	00 04/19/2018		510-1001-433.53-02	MEALS/TRAINING/MISC SUPPL		18.70	
	002864	00 04/19/2018		510-1001-433.61-18	MEALS/TRAINING/MISC SUPPL		484.18	
	002864	00 04/19/2018		530-1001-455.62-02	MEALS/TRAINING/MISC SUPPL		64.25	
					VENDOR TOTAL *		10,753.60	
0000708	00	CENTRAL POWER SYSTEMS & SERVICES						
14 015015	002917	00 04/25/2018		101-2101-421.43-11	GENERATOR INSPECTIONS		300.00	
	002919	00 04/25/2018		101-2101-421.62-01	GENERATOR INSPECTIONS		37.50	
	002918	00 04/25/2018		211-1001-421.43-11	GENERATOR INSPECTIONS		300.00	
					VENDOR TOTAL *		637.50	
0000015	00	CHUCK ANDERSON FORD MERCURY INC.						
FOCS125004	002920	00 04/25/2018		101-2101-421.43-10	TIRE/WHEEL REPAIRS		813.33	
FOCS124953	002940	00 04/25/2018		250-1001-439.43-10	PARTS/LABOR		753.79	
					VENDOR TOTAL *		1,567.12	
0000232	00	CITY OF EXCELSIOR SPRINGS						
000014311	UT	00 04/24/2018		510-0000-115.20-01	UB CR REFUND-FINALS		126.79	
					VENDOR TOTAL *		126.79	
0001606	00	CLAYTON PAPER & DISTRIBUTION, INC.						
118006	002921	00 04/25/2018		101-2101-421.61-03	JANITORIAL SUPPLIES		271.82	
					VENDOR TOTAL *		271.82	
0002458	00	COLE PRINTING						
02152743	002878	00 04/23/2018		101-1803-418.55-00	INSPECTION FORMS		238.00	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002458	00	COLE PRINTING					
					VENDOR TOTAL *	238.00	
0003130	00	COMMERCIAL AQUATIC SERVICES					
30063-1	002905	00 04/23/2018	281-1005-457.61-15	UV SYSTEM MAINTENANCE	3,536.08		
					VENDOR TOTAL *	3,536.08	
0000155	00	CULLIGAN WATER CONDITIONING					
1001946	002911	00 04/24/2018	101-1601-416.43-02	WATER SOFTENER	37.00		
DIS2363	002937	00 04/25/2018	520-1001-432.61-04	LAB SUPPLIES	98.28		
					VENDOR TOTAL *	135.28	
0002489	00	CUTTING EDGE LANDSCAPES, L.L.C.					
125137	002879	00 04/23/2018	281-1001-457.43-02	SPRINKLER/OPEN SYSTEM	200.00		
					VENDOR TOTAL *	200.00	
0000234	00	CYNTHIA WILLIAMSON					
	002908	00 04/23/2018	210-0000-347.02-13	SPORT REFUND	100.00		
					VENDOR TOTAL *	100.00	
0002213	00	DELL USA LP					
10237027238	002922	00 04/25/2018	212-1001-421.60-01	LAPTOP	500.21		
					VENDOR TOTAL *	500.21	
0002128	00	ED M. FELD EQUIPMENT COMPANY, INC.					
0327290-IN	PI0082 004842	00 04/11/2018	101-2201-422.43-11	SCBA REPAIR	1,463.00		
0327189-IN	PI0083 004844	00 04/09/2018	101-2201-422.61-07	GEAR RACK	1,645.00		
0327590-IN	002938	00 04/25/2018	270-1001-422.61-07	SUSPENDERS	90.00		
					VENDOR TOTAL *	3,198.00	
0003127	00	ENVIRO-MASTER OF KANSAS CITY					
KNS28274	002923	00 04/25/2018	101-2101-421.43-12	SANITIZATION	60.00		
					VENDOR TOTAL *	60.00	
0001233	00	EX SPRINGS GOLF CLUB					
	002912	00 04/24/2018	101-1401-413.29-05	CATERING SERVICE	782.40		
					VENDOR TOTAL *	782.40	
0000203	00	EXCELSIOR MEDICAL CENTER					
	002880	00 04/23/2018	740-0000-209.01-00	TAXES COLLECTED TO DATE	4,000.00		
					VENDOR TOTAL *	4,000.00	
0002504	00	EZ QUICK LUBE					
75621	002939	00 04/25/2018	101-2201-422.62-02	OIL CHANGE	42.00		
					VENDOR TOTAL *	42.00	
0000232	00	FIELDS, BRADY SUE					
000023297	UT	00 04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	9.83		
					VENDOR TOTAL *	9.83	
0001643	00	FLUESMEIER LEASING & SALES					

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001643	00	FLUESMEIER LEASING & SALES						
25286	002907		00	04/23/2018	530-1004-455.46-00	ICE	140.00	
						VENDOR TOTAL *	140.00	
0002631	00	GALLS/QUARTERMASTER						
009676074	002924		00	04/25/2018	101-2101-421.61-04	COLLAR BRASS	127.80	
009682824	002925		00	04/25/2018	101-2101-421.61-04	COLLAR BRASS	22.36	
						VENDOR TOTAL *	150.16	
0002109	00	GEIGER READY-MIX CO INC						
866664	002976		00	04/25/2018	220-1001-465.45-10	CONCRETE	775.25	
867161	002941		00	04/25/2018	520-1001-432.43-22	CONCRETE	204.00	
						VENDOR TOTAL *	979.25	
0000103	00	GULF STATE DISTRIBUTORS						
1293748-IN	002926		00	04/25/2018	101-2101-421.61-07	DUTY AMMO	390.00	
						VENDOR TOTAL *	390.00	
0000232	00	GUTIERREZ, AMY A						
000012763	UT		00	04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	77.50	
						VENDOR TOTAL *	77.50	
0000232	00	HARRIS, PATRICIA A						
000023389	UT		00	04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	111.18	
						VENDOR TOTAL *	111.18	
0002263	00	HEIMAN FIRE EQUIPMENT						
0868135-IN	002942		00	04/25/2018	101-2201-422.61-07	WINDOW PUNCH	63.02	
0868257-IN	002943		00	04/25/2018	101-2201-422.61-07	HAMMER	61.27	
						VENDOR TOTAL *	124.29	
0000232	00	HENLEY, QUENTIN						
000023967	UT		00	04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	100.42	
						VENDOR TOTAL *	100.42	
0000178	00	HILLYARD/KANSAS CITY						
602955704	002881		00	04/23/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	1,325.15	
602946724	002882		00	04/23/2018	281-1001-457.61-03	JANITORIAL SUPPLIES	54.51	
						VENDOR TOTAL *	1,379.66	
0000065	00	HOLLIDAY SAND & GRAVEL						
367244	002907		00	04/23/2018	530-1001-455.43-24	SAND	1,089.67	
						VENDOR TOTAL *	1,089.67	
0002062	00	HOME DEPOT CREDIT SERVICES						
018869/0014293	002944		00	04/25/2018	101-3101-431.61-07	TOOLS	329.00	
						VENDOR TOTAL *	329.00	
0000739	00	ICMA RETIREMENT TRUST						
	002927		00	04/25/2018	780-0000-217.07-00	EMPLOYEE CONTRIBUTIONS	2,350.85	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000739	00	ICMA RETIREMENT TRUST					
					VENDOR TOTAL *	2,350.85	
0000580 192	00 002927	JOHN'S SUPER	00 04/25/2018	101-2104-421.61-29	PRISONER MEALS	220.08	
					VENDOR TOTAL *	220.08	
0000455 7652	00 002945	KLEINSCHMIDT'S WESTERN STORE	00 04/25/2018	520-1001-432.42-02	SAFETY BOOTS	99.95	
					VENDOR TOTAL *	99.95	
0000616 KCS75808	00 002946	KNAPHEIDE TRUCK EQUIPMENT CENTER	00 04/25/2018	510-1001-433.43-10	MISC PARTS/STROBE LIGHT	79.64	
					VENDOR TOTAL *	79.64	
0002730 355226283 355580770	00 002948 002947 002949	KONICA MINOLTA PREMIER FINANCE	00 04/25/2018 00 04/25/2018 00 04/25/2018	510-1001-433.44-02 520-1001-432.44-02 520-1001-432.44-02	LEASE ON COPIER LEASE ON COPIER LEASE ON COPIER	137.58 137.57 719.04	
					VENDOR TOTAL *	994.19	
0000232 000007063	00 UT	KURTZ, LYNDIA L	00 04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	143.93	
					VENDOR TOTAL *	143.93	
0000232 000009113	00 UT	MARTIN, STEVEN C & BARBARA	00 04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	61.45	
					VENDOR TOTAL *	61.45	
0000232 000014259	00 UT	MCCOY, MARY A	00 04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	156.34	
					VENDOR TOTAL *	156.34	
0000617 1371904	00 PI0081 004837	MISSISSIPPI LIME	00 04/20/2018	510-1001-433.61-06	LIME	4,876.03	
					VENDOR TOTAL *	4,876.03	
0000732 47168	00 002908	MISSOURI ROCK INC	00 04/23/2018	210-1001-451.73-00	ROCK	239.76	
					VENDOR TOTAL *	239.76	
0000309	00 002927	MO DEPT OF REVENUE	00 04/25/2018	510-0000-202.16-00	SALES TAX/UTILITIES	3,862.78	
					VENDOR TOTAL *	3,862.78	
0001269	00 002536	MSU OUTREACH	00 04/05/2018	101-1201-412.67-01	VOID/FREE REGISTRATION	CHECK #: 121291	200.00-
					VENDOR TOTAL *	.00	200.00-
0003087	00	NITV FEDERAL SERVICES, LLC					

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003087 7564	00 002927	NITV FEDERAL SERVICES, LLC	00 04/25/2018	101-2101-421.67-03	RE-CERTIFICATION	350.00	
					VENDOR TOTAL *	350.00	
0003138 179981-0	00 002927	OFFICE PRODUCTS ALLIANCE	00 04/25/2018	101-2101-421.43-12	DRY ERASE BOARD	261.00	
					VENDOR TOTAL *	261.00	
0000544 0117220-IN	00 002954	OLD DOMINION BRUSH	00 04/25/2018	101-3101-431.43-11	MISC PARTS	630.00	
					VENDOR TOTAL *	630.00	
0000554 713400 713394 713568 713471 713409 713570 713550	00 002908 002977 002978 002979 002980 002956 002955	OWEN LUMBER CO	00 04/23/2018 00 04/25/2018 00 04/25/2018 00 04/25/2018 00 04/25/2018 00 04/25/2018 00 04/25/2018 00 04/25/2018	210-1001-451.72-00 220-1001-465.45-10 220-1001-465.45-10 220-1001-465.45-10 220-1001-465.45-10 510-1001-433.43-21 520-1001-432.43-12	SUPPLIES MISC MATERIAL MISC MATERIAL MISC MATERIAL MISC MATERIAL LUMBER/MISC LUMBER/MISC	74.62 137.94 131.80 1,010.32 167.40 35.11 51.09	
					VENDOR TOTAL *	1,608.28	
0000647	00 002883	PLATTE-CLAY ELECTRIC	00 04/23/2018	520-1001-432.41-01	ELECTRIC SERVICE	743.58	
					VENDOR TOTAL *	743.58	
0002058 7548218	00 002928	PRESTO-X LLC	00 04/25/2018	101-2101-421.43-12	PEST CONTROL	67.00	
					VENDOR TOTAL *	67.00	
0000370 6381931 6420719	00 002890 002889 002928	QUILL CORP	00 04/23/2018 00 04/23/2018 00 04/25/2018	101-1501-415.60-01 101-1801-418.60-01 101-2101-421.61-03	OFFICE SUPPLIES OFFICE SUPPLIES HAND SANITIZER	40.98 209.40 56.59	
					VENDOR TOTAL *	306.97	
0000536 62887 62886	00 002907 002907	RAY-CARROLL FUELS, LLC.	00 04/23/2018 00 04/23/2018	530-1001-455.62-01 530-1001-455.62-01	FUEL FUEL	806.05 1,825.60	
					VENDOR TOTAL *	2,631.65	
0001165 5037411-00	00 002907	REINDERS INC.	00 04/23/2018	530-1001-455.61-06	HERBICIDE	1,125.00	
					VENDOR TOTAL *	1,125.00	
0000092 APR 18	00 002928	REPUBLIC SERVICES #468	00 04/25/2018	550-1001-434.40-02	RESIDENTIAL REFUSE	63,381.68	
					VENDOR TOTAL *	63,381.68	
0003017	00	S & S PRINTING					

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003017	00	S & S PRINTING						
45707		002914	00	04/24/2018	101-1801-418.55-00	SIGNS	150.00	
						VENDOR TOTAL *	150.00	
0000568	00	SAMS CLUB MASTERCARD						
		002907	00	04/23/2018	530-1004-455.61-07	GRILL	96.09	
02618		002907	00	04/23/2018	530-1004-455.46-00	FOOD	346.98	
03944		002907	00	04/23/2018	530-1004-455.46-00	FOOD	970.25	
						VENDOR TOTAL *	1,413.32	
0000666	00	SCOTT'S BARGAIN BARN						
61028		002957	00	04/25/2018	101-3101-431.43-11	PARTS	4.45	
61018		002958	00	04/25/2018	101-3101-431.43-10	PARTS	5.65	
						VENDOR TOTAL *	10.10	
0000841	00	SHARP OVERHEAD DOOR						
11357		002959	00	04/25/2018	510-1001-433.43-12	SERVICE	95.00	
						VENDOR TOTAL *	95.00	
0001269	00	SI PRECAST CONCRETE						
A23206		002908	00	04/23/2018	210-1001-451.72-00	BLOCKS	88.00	
						VENDOR TOTAL *	88.00	
0003118	00	SPIRIT PACK						
157289		002960	00	04/25/2018	101-2201-422.61-04	T-SHIRTS	548.36	
						VENDOR TOTAL *	548.36	
0002452	00	SUPERION, LLC						
207294		002884	00	04/23/2018	101-1501-415.43-01	ASP MAINTENANCE	4,699.60	
		002885	00	04/23/2018	510-1001-433.43-01	ASP MAINTENANCE	881.43	
		002886	00	04/23/2018	520-1001-432.43-01	ASP MAINTENANCE	881.43	
						VENDOR TOTAL *	6,462.46	
0002435	00	SYSCO OF KANSAS CITY						
157970606		002907	00	04/23/2018	530-1004-455.46-00	FOOD	535.47	
						VENDOR TOTAL *	535.47	
0001308	00	TAN TARA						
H18616		002928	00	04/25/2018	101-2101-421.67-03	LODGING/TRAINING	251.32	
						VENDOR TOTAL *	251.32	
0001467	00	TERMINIX PROCESSING CENTER						
2563007		002907	00	04/23/2018	530-1001-455.43-12	PEST CONTROL	67.00	
						VENDOR TOTAL *	67.00	
0001701	00	THE ELMS RESORT & SPA						
		002929	00	04/25/2018	295-1001-465.45-90	PAYMENT TO DEVELOPER	CHECK #: 100003	46,816.55
						VENDOR TOTAL *	.00	46,816.55
0001269	00	THE GREEN MILE LAWN SERVICE						

VEND NO	SEQ#	VENDOR NAME	BNK CHECK/DUE	ACCOUNT	ITEM	CHECK	EPT, EPAY OR
INVOICE	VOUCHER	P.O.	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO					AMOUNT
<hr/>							
0001269	00	THE GREEN MILE LAWN SERVICE					
5228	002887		00 04/23/2018	281-1001-457.43-02	SNOW REMOVAL	522.00	
					VENDOR TOTAL *	522.00	
0002158	00	TITLEIST					
905737065	002907		00 04/23/2018	530-1003-455.46-00	GOLF BALLS	122.00	
905724491	002907		00 04/23/2018	530-1003-455.46-00	GOLF BALLS	119.00	
905716755	002907		00 04/23/2018	530-1003-455.46-00	GOLF BALLS	122.00	
905695513	002907		00 04/23/2018	530-1003-455.46-00	GOLF BALLS	122.00	
905693982	002907		00 04/23/2018	530-1003-455.46-00	GOLF BALLS	122.00	
					VENDOR TOTAL *	607.00	
0003109	00	TOSHIBA FINANCIAL SERVICES					
68272021	002888		00 04/23/2018	281-1001-457.55-00	LEASE ON COPIER	703.79	
					VENDOR TOTAL *	703.79	
0001269	00	ULINE					
96649552	002961		00 04/25/2018	550-1001-434.34-18	TRASH BAGS	315.63	
					VENDOR TOTAL *	315.63	
0000232	00	VOIGT, CLIFFORD & HELEN					
000001455	UT		00 04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS	103.74	
					VENDOR TOTAL *	103.74	
0002579	00	WALKER UNIFORMS					
	002928		00 04/25/2018	101-2101-421.42-01	MATS, MOPS, TOWELS	69.27	
2443791	002928		00 04/25/2018	101-2104-421.61-25	MATS, MOPS, TOWELS	102.06	
2437707	002891		00 04/23/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	59.84	
2440722	002892		00 04/23/2018	281-1001-457.61-04	MATS, MOPS, TOWELS	58.81	
					VENDOR TOTAL *	289.98	
0002038	00	WALMART COMMUNITY BRC					
03493	002827		00 04/17/2018	101-1801-418.60-01	OFFICE SUPPLIES	11.94	
02420	002827		00 04/17/2018	101-1801-418.61-30	(2) ACs/WATER	413.92	
06239	002827		00 04/17/2018	101-1803-418.60-01	OFFICE SUPPLIES	32.94	
09067	002827		00 04/17/2018	101-1803-418.60-20	MISC SUPPLIES	8.89	
01011	002577		00 04/04/2018	101-2103-421.43-12	MISC SUPPLIES	33.45	
	002578		00 04/04/2018	101-2103-421.61-27	MISC SUPPLIES	33.36	
	002579		00 04/04/2018	101-2103-421.61-03	MISC SUPPLIES	98.53	
09478	002417		00 03/22/2018	101-2201-422.58-04	MISC FOOD	12.90	
00766	002417		00 03/22/2018	101-2201-422.58-04	MISC FOOD	43.84	
	002417		00 03/22/2018	101-2201-422.61-03	JANITORIAL	73.98	
02482	002597		00 04/04/2018	101-2201-422.61-03	CLEANING SUPPLIES	58.68	
03575	002754		00 04/11/2018	101-2201-422.60-01	MISC SUPPLIES	5.94	
	002755		00 04/11/2018	101-2201-422.43-12	MISC SUPPLIES	139.00	
00892	002756		00 04/11/2018	101-2201-422.58-04	MISC SUPPLIES	13.95	
	002757		00 04/11/2018	101-2201-422.61-16	MISC SUPPLIES	37.06	
08148	002758		00 04/11/2018	101-2201-422.61-16	MISC SUPPLIES	12.80	
08117	002460		00 03/27/2018	101-3101-431.43-10	MISC SUPPLIES	20.91	
	002460		00 03/27/2018	101-3101-431.61-03	MISC SUPPLIES	51.38	

EXPENDITURE APPROVAL LIST
AS OF: 05/04/2018 PAYMENT DATE: 04/26/2018

05/04/2018 PAYMENT DATE: 04/26/2018

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT

0002038	00	WALMART COMMUNITY BRC						
08706	002606	00	04/04/2018	210-1001-451.61-15	BATTERIES		7.47	
01903	002704	00	04/09/2018	210-1001-451.60-01	COMPUTER MOUSE		9.97	
02446	002818	00	04/16/2018	210-1001-451.61-15	COOLER		71.05	
	002607	00	04/04/2018	210-4401-444.61-30	BATTERIES		9.90	
06335	002399	00	03/22/2018	281-1001-457.61-15	MISC SUPPLIES		46.84	
08595	002533	00	04/02/2018	281-1001-457.61-15	DVDS		17.96	
02508	002549	00	04/03/2018	281-1001-457.60-01	OFFICE SUPPLIES		66.69	
08210	002549	00	04/03/2018	281-1001-457.60-01	OFFICE SUPPLIES		46.90	
08210	002860	00	04/19/2018	281-1001-457.60-01	CREDIT CARD PURCHASE		46.90	
02508	002861	00	04/19/2018	281-1001-457.60-01	CREDIT CARD PURCHASE		66.69	
00912	002417	00	03/22/2018	510-1001-433.60-01	OFFICE/JANITORIAL		41.18	
	002417	00	03/22/2018	510-1001-433.61-03	OFFICE/JANITORIAL		68.88	
00439	002481	00	03/28/2018	510-1001-433.60-01	OFFICE/JANITORIAL		25.03	
08180	002694	00	04/06/2018	510-1001-433.58-04	MEALS		128.34	
03468	002725	00	04/10/2018	510-1001-433.60-01	OFFICE SUPPLIES		92.56	
01578	002827	00	04/17/2018	510-1001-433.60-01	OFFICE SUPPLIES		100.00	
	002417	00	03/22/2018	520-1001-432.60-01	OFFICE/JANITORIAL		18.97	
01252	002694	00	04/06/2018	520-1001-432.43-11	BATTERIES		5.67	
VENDOR TOTAL *							1,747.29	
0001944	00	WESTLAKE HARDWARE						
6955310/506337	002974	00	04/25/2018	101-2201-422.61-06	WEEDKILLER		43.98	
6955306/506325	002967	00	04/25/2018	101-3101-431.43-11	MISC PARTS		63.98	
6955278/506334	002969	00	04/25/2018	101-3101-431.43-11	MISC PARTS		4.99	
6955294/506325	002972	00	04/25/2018	101-3101-431.43-15	TURF SPRAY		61.97	
6955250/512622	002908	00	04/23/2018	210-1001-451.72-00	CAULK RETURN		14.32	
6955251/512622	002908	00	04/23/2018	210-1001-451.72-00	MISC SUPPLIES		22.77	
6955223/512622	002908	00	04/23/2018	210-1001-451.43-12	MISC SUPPLIES		15.98	
6955209/512622	002908	00	04/23/2018	210-1001-451.43-25	MISC SUPPLIES		14.02	
6955270/512622	002908	00	04/23/2018	210-1001-451.43-25	MISC SUPPLIES		.49	
6955160/506325	002981	00	04/25/2018	220-1001-465.45-10	SAW BLADE		27.99	
6955239/506325	002968	00	04/25/2018	510-1001-433.43-12	LIGHT BULBS		35.96	
6955282/506325	002970	00	04/25/2018	510-1001-433.61-06	WEED KILLER		51.27	
6955297/506325	002971	00	04/25/2018	510-1001-433.43-12	PAINT SUPPLIES		72.72	
6955247/506325	002973	00	04/25/2018	520-1001-432.43-11	PARTS/LABOR		155.81	
VENDOR TOTAL *							557.61	
0001269	00	WHITE GOSS						
85774	002915	00	04/24/2018	295-1001-465.33-01	LEGAL FEES		1,298.89	
VENDOR TOTAL *							1,298.89	
0000232	00	WOOLSTON, MABLE F						
000022819	UT	00	04/24/2018	510-0000-115.20-01	UB CR REFUND-FINALS		142.78	
VENDOR TOTAL *							142.78	
HAND ISSUED TOTAL ***								46,616.55
TOTAL EXPENDITURES ****							191,617.47	46,616.55
*****								238,234.02
GRAND TOTAL *****								

Account	Description
101-1001	General - Administration
101-1201	General - Municipal Court
101-1204	General - Prisoner Expense (post-court)
101-1401	General - City Manager and Council
101-1501	General - Finance
101-1502	General - Network Expense
101-1601	General - Hall of Waters
101-1801	General - Community Development - Administration
101-1802	General - Community Development - Planning
101-1803	General - Community Development - Inspections
101-1901	General - Human Resources
101-2101	General - Police Administration
101-2103	General - Animal Control
101-2104	General - Prisoner Expense (pre-court)
101-2201	General - Fire
101-2202	General - EMS
101-3101	General - Streets
101-6701	General - Transportation (OMNI)
101-6703	General - Transportation Dispatch
210-1001	Parks and Recreation - Administration
210-4401	Parks and Recreation - Senior Center
211-1001	E-911 Phone Tax
212-1001	Federal Forfeitures
220-1001	Capital Improvements
230-1001	Transportation Trust
240-1001	Neighborhood Improvement Fund
241-1001	Elms Event Fees
250-1001	Construction Services
260-1001	Community Development Block Grant
270-1001	Public Safety Sales Tax
280-1001	Community Center Sales Tax
292-1001	Wal-Mart TIF
293-1001	Paradise Playhouse TIF
294-1001	Vintage Plaza TIF I
295-1001	Elms Hotel TIF
296-1001	Vintage Plaza TIF II
352-1001	Pollution Control Improvements (Bonds)
353-1001	Water System Improvements (Bonds)
380-1001	Community Center Project (Bonds)
405-1001	Debt Service
510-1001	Water
520-1001	Sewer
530-1001	Golf - Administration
530-1003	Golf - Pro Shop
530-1004	Golf - Food and Beverage
540-1001	Airport
550-1001	Refuse
610-1001	Cemetery
720-0000	Special Road District
740-0000	Hospital (Taxes)
780-0000	Payroll Agency Fund