

NOTICE OF OPEN MEETING

Posted 5:00 p.m., Friday, May 3, 2024

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, May 7, 2024 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. April 16, 2024 Open Session Council Minutes
2. Bill No. 2024-22: Changes to the Fence Requirements City Code 405.225
3. Bill No. 2024-28: Agreement with Boeing Company; to add locations of monitoring wells and soil vapor probes
4. Bill No. 2024-30: Road Closure at North Lincoln
5. Bill No. 2024-31: Road Closure between 505-518 West Adams Street
6. Bill No. 2024-32: Annexation Procedure Ordinance Adoption

VISITOR'S BUSINESS

1. Janet Penn - Fence Requirements

BIDS

1. Auditorium Insulation and Ductwork
2. Pitney Bowes MailCenter Bid
3. CivicPlus Pay Software
4. 2024 Overlay and Asphalt Milling Project

PUBLIC HEARINGS

1. **Public Hearing for Bill No. 2024-34: Article I Amending Section 710.180 Water Rates**
2. **Public Hearing for Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charge**

NEW BUSINESS

1. Bill No. 2024-34: Article I Amending Section 710.180 Water Rates

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2. Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charges
3. Bill No. 2024-36: Pitney Bowes Mailcenter Postage Machine Agreement
4. Bill No. 2024-37: Contract with CivicPlus Pay for Permit Payment and Intregation
5. Bill No. 2024-38: Amending City Code Section 405.300
6. Bill No. 2024-39: Stratford - Freeman Stromwater Change Order No. 1, **UNDER EMERGENCY MEASURE...1ST, 2ND AND 3RD READINGS**
7. Bill No. 2024-40: Amendment to the OccuMed Agreement - Rate Increase
8. Resolution Bill No. 2024-25: Airport Hunting Policy
9. Resolution Bill No. 2024-26: Destruction of Records
10. Resolution Bill No. 2024-27: Street Slurry Seal Agreement with Vance Brothers
11. Resolution Bill No. 2024-28: MoDED CDBG Competitive Grant Intent to Apply
12. Resolution Bill No. 2024-29: Amending Employee Handbook Adding Section 3.09 Disability Discrimination Grievance Procedure
13. Resolution Bill No. 2024-30: Change Order Request (COR) 01 CSG_RBN. 2024-22
14. Request for Variance to Code Section 215.195-B. - Neosho School District Graduation
15. Area Agency on Aging Public Match Letter

REPORT OF CITY OFFICERS

1. Hill Street
2. Annexing Hwy 60 / Filtration Plant

ADJOURN

MINUTES
NEOSHO CITY COUNCIL
April 16, 2024 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Carl Cobb opened with prayer and Mayor Davidson led the pledge of allegiance.

CALL TO ORDER

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

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

NONE WERE ABSENT.

CITY OFFICERS PRESENT:

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

APPROVAL OF AGENDA

Mayor Davidson asked for a motion to approve the agenda.

Councilman Collinsworth made a motion to Approve the Agenda; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

CONSENT AGENDA

Mayor Davidson asked for a motion to approve the consent agenda.

Councilman Cobb made a motion to Approve the Consent Agenda to include the following items:

April 2, 2024 Open Session Council Minutes

Bill No. 2024-23

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Bill No. 2024-24
Bill No. 2024-27
Bill No. 2024-29
Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

UNFINISHED BUSINESS

Bill No. 2024-19 Skillpath Agreement - PDT

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with The Graceland College Center for Professional Development and Lifelong Learning, Inc. a Missouri corporation d/b/a SkillPath for the purpose of providing an annual subscription service for online eLearning; authorizing the Mayor to execute the same by and on behalf of the City of Neosho; and containing an emergency provision.

Attorney Snyder read Bill No. 2024-19 in title only.

This item was postponed from the April 2, 2024 Council Meeting.

Councilman Collinsworth made a motion to Approve and Discuss; Councilman Cobb seconded.

Councilman Cobb made a motion to Amend the Agreement as presented by the city attorney with highlights; Councilman Workman seconded.

Roll call vote for amendment as highlighted in the council packet:

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

No: None

Abstain: None

Passed.

Roll call vote for approval with amendments to the contract:

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

No: None

Abstain: None

Passed.

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Bill No. 2024-25: Canvassing the Returns of the Municipal Election held on April 2, 2024, UNDER EMERGENCY MEASURE, 1st, 2nd and 3rd Readings.

THE SAME BEING AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, CANVASSING THE RETURNS OF THE MUNICIPAL ELECTION HELD TUESDAY, APRIL 2, 2024, SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY, CANDIDATES FOR THE OFFICE OF CITY COUNCIL MEMBER FOR WARD 1 AND AT LARGE AND DECLARING THE RESULTS THEREOF UNDER EMERGENCY MEASURE SO AS TO COMPLY WITH PROVISIONS OF THE CITY CHARTER.

Attorney Snyder read Bill No. 2024-25 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-25 under emergency measure; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

PROCLAMATION

Proclamation for Hunter Shallenburger and Madelynn Carpenter

Mayor Davidson presented Madelynn Carpenter and Hunter Shallenburger proclamations for being outstanding citizens and helping during a medical emergency.

Proclamation

Office of the Mayor

City of Neosho

WHEREAS, *on Thursday, April 4th, Madelynn Carpenter, esteemed member of our Neosho community, exhibited unparalleled courage and compassion by swiftly coming to the aid of a fellow resident experiencing a medical emergency; and*

WHEREAS, *her quick thinking, decisive actions, and selfless dedication was pivotal in providing critical assistance during a moment of utmost urgency; and*

WHEREAS, *the exemplary conduct demonstrated by Madelynn Carpenter epitomizes the very essence of heroism, embodying the spirit of community and care that defines the core values of our beloved city; and*

WHEREAS, *the City of Neosho is deeply appreciative of the bravery and compassion displayed by Madelynn Carpenter in the face of adversity, recognizing her unwavering commitment to the welfare and safety of her neighbors; and*

NOW THEREFORE, *I, Richard Davidson, Mayor of the City of Neosho, Missouri, on this date, April 16, 2024, I do hereby express profound gratitude and admiration and that we, the City Council of Neosho, Missouri, hereby proclaim our utmost respect and honor for Madelynn Carpenter for her extraordinary act of kindness and heroism.*

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Proclamation

Office of the Mayor

City of Neosho

WHEREAS, on Thursday, April 4th, Hunter Shallenburger, esteemed member of our Neosho community, exhibited unparalleled courage and compassion by swiftly coming to the aid of a fellow resident experiencing a medical emergency; and

WHEREAS, his quick thinking, decisive actions, and selfless dedication was pivotal in providing critical assistance during a moment of utmost urgency; and

WHEREAS, the exemplary conduct demonstrated by Hunter Shallenburger epitomizes the very essence of heroism, embodying the spirit of community and care that defines the core values of our beloved city; and

WHEREAS, the City of Neosho is deeply appreciative of the bravery and compassion displayed by Hunter Shallenburger in the face of adversity, recognizing his unwavering commitment to the welfare and safety of his neighbors; and

NOW THEREFORE, I, Richard Davidson, Mayor of the City of Neosho, Missouri, on this date, April 16, 2024, I do hereby express profound gratitude and admiration and that we, the City Council of Neosho, Missouri, hereby proclaim our utmost respect and honor for Hunter Shallenburger for his extraordinary act of kindness and heroism.

ADJOURN...SINE....DIE

Mayor Davidson called for a motion to adjourn sine die.

Councilman Collinsworth made a motion to Adjourn....Sine....Die; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourn sine died the council.

ADMINISTER OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS

City Clerk Wright swore in Charles Collinsworth and Ashton Robinson.

RECONVENED SESSION

City Clerk Wright reconvened the April 16th Council Meeting at 7:08 p.m.

ELECTION OF MAYOR (Conducted by the City Clerk)

City Clerk Wright called for nominations for Mayor.

Councilman Collinsworth made a nomination for Councilman Richard Davidson as Mayor.

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There were no further nominations for Mayor.

City Clerk Wright ceased nominations for Mayor.

Roll call vote for Richard Davidson as Mayor:

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

No: None

Abstain: None

Passed.

Richard Davidson took his seat as Mayor for the City of Neosho and presided over the meeting.

ELECTION OF MAYOR PRO TEMPORE (Conducted by the Mayor)

Mayor Davidson called for nominations for Mayor Pro Tem.

Councilman Cobb nominated Councilwoman Thomas as Mayor Pro Tem.

Councilman Collinsworth nominated Councilwoman Robinson as Mayor Pro Tem.

Roll call vote for Angela Thomas as Mayor Pro Tempore:

Yes: Carl Cobb, Julie Humphrey, Angela Thomas

No: Charles Collinsworth, Richard Davidson, Ashton Robinson, Tom Workman

Abstain: None

Failed.

Roll call vote for Ashton Robinson as Mayor Pro Tempore:

Yes: Charles Collinsworth, Richard Davidson, Ashton Robinson, Tom Workman

No: Carl Cobb, Julie Humphrey, Angela Thomas

Abstain: None

Passed.

Ashton Robinson was appointed Mayor Pro Tempore.

VISITOR'S BUSINESS

Neosho Arts Council - Janet Penn updating Council on ArtCon

Janet Penn updated the Council on the 2024 ArtCon event.

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BIDS

2024 Slurry Seal Project

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for street improvements by slurry seal. City streets that have been crack-sealed in the past 3 years will have the addition of a slurry seal that will preserve and improve the current asphalt. This project includes nearly 5 miles of road. We sent out four bids and advertised them on the City's website. We received 2 back. Vance Brothers \$3.40 per sqyd. Total cost \$258,087.20
Pavement Management, LLC \$3.68 per sqyd. Total cost \$279,341.44
We have budgeted \$200,000 for these improvements.

Councilwoman Robinson made a motion to Approve the bid from Vance Brothers in the amount of \$258,087.20; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

PUBLIC HEARINGS

Public Hearing for Bill No. 2024-23 Amending Section 405.225 of City Code - Changes to the Fence Requirements

Mayor Davidson opened the public hearing for Bill No. 2024-23 at p.m.7:19

There was nobody present to speak.

Mayor Davidson closed the public hearing at 7:19 p.m.

Public Hearing for Road Closure: North Lincoln

Mayor Davidson opened the public hearing for Bill No. 2024-30 at 7:19 p.m.

Lakresha Ferguson asked where the road would be closed off at and if emergency response had been taken into consideration.

Her questions were answered by City Manager Kennedy.

Mayor Davidson closed the public hearing at 7:21 p.m.

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Public Hearing for Road Closure: Adams Street

Mayor Davidson opened the public hearing for Bill No. 2024-31 at 7:22 p.m.

There was nobody present to speak.

Mayor Davidson closed the public hearing at 7:22 p.m.

NEW BUSINESS

Bill No. 2024-33: Declaring Public Necessity to Acquire 324 Fain Avenue...UNDER EMERGENCY MEASURE...1st, 2nd, and 3rd Readings

AN ORDINANCE of the City of Neosho declaring a public necessity to acquire, by condemnation, land necessary for the Neosho Stormwater System Improvement Project and authorizing the filing of the appropriate action in the Circuit Court of Newton County, Missouri, to acquire all interest necessary for said project, and containing an emergency provision.

Attorney Snyder read Bill No. 2024-33 in title only.

Councilman Cobb made a motion to Approval and discussion under emergency measure for Bill No. 2024-33; Councilwoman Humphrey seconded.

City Attorney Snyder stated that this is to move forward with declaring public necessity for the condemnation of 324 Fain Avenue, Neosho, MO 64850, under emergency measure.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-22: Changes to the Fence Requirements City Code 405.225

AN ORDINANCE of the City of Neosho repealing and replacing Section 405.225 Fence Requirements, Paragraphs (C) and (D) of the Code of Ordinances for the City of Neosho.

Attorney Snyder read Bill No. 2024-22 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-22; Councilman Cobb seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for changes to the city's Fence Requirements ordinance (405.225). This ordinance will remove ambiguity in the fencing height required between commercial districts and residential districts. It would require a minimum fence height of six feet

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between them. This matter had a public hearing before the Planning and Zoning Commission on April 9, 2024, after proper public notice. There were no members of the public in attendance for the fencing ordinance. The proposed changes to the ordinance were accepted by the Planning and Zoning Commission. Proper public notice has been given for the public hearing tonight.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-28: Agreement with Boeing Company; to add locations of monitoring wells and soil vapor probes

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Access Agreement with The Boeing Company, a Delaware Corporation, for the purpose of allowing access to add location and continue monitoring wells and soil vapor probes; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Bill No. 2024-28 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Bill No. 2024-28; Councilman Collinsworth seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval to extend the current access agreement with Boeing by five years for monitoring test wells in the Saberliner area. Boeing has been monitoring the groundwater in the Saberliner/Crowder area for several years. They have determined that monitoring should continue. This agreement extends the ability to monitor another five years.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-30: Road Closure at North Lincoln

AN ORDINANCE of the City of Neosho authorizing the closure of North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

Attorney Snyder read Bill No. 2024-30 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Bill No. 2024-30; Councilwoman

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Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the closure of North Lincoln Street between West Adams Street and Grant Street for the purpose of building a stormwater drainage system. After proper public notice was made and this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held and there were no members of the public that voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the North Lincoln Street closure was approved.

Michael Atkinson with Allgeier, Martin and Associates, answered questions from council regarding this road closure and the necessity for it to be closed for the stormwater improvement project for this area.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-31: Road Closure between 505-518 West Adams Street

AN ORDINANCE of the City of Neosho authorizing the closure of West Adams Street between 505 West Adams Street and 518 West Adams Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

Attorney Snyder read Bill No. 2024-31 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-31; Councilwoman Humphrey seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for the closure of West Adams Street between the addresses of 505 and 518 for the purpose of building a stormwater drainage system. After proper public notice was made, this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held. No members of the public voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the West Adams Street closure was approved.

Roll call vote:

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

No: None

Abstain: None

Passed.

Bill No. 2024-32: Annexation Procedure Ordinance Adoption

AN ORDINANCE of the City of Neosho amending Title IV Land Use of the Code of Ordinances by adding a new Chapter 440 Annexation Procedures to describe the process for Voluntary Annexations, for review by

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Planning and Zoning Commission, determination by the City Council and for approving of the land use classification for annexed property into the City of Neosho.

Attorney Snyder read Bill No. 2024-32 in title only.

Councilman Cobb made a motion to Approve and Discuss Bill No. 2024-32; Councilwoman Thomas seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for acceptance of an ordinance for the city's annexation procedure.

The city is stepping up efforts requiring voluntary annexation of property into the city limits as consideration for connecting to city utilities. This item adopts the procedure for voluntary annexations.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-21: Stormwater Grant through DNR-ARPA Funds_Mayor Authorization

A RESOLUTION authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L, No, 117-2 (March 11, 2021), 135 Stat. 4, 223-26.

Attorney Snyder read Resolution Bill No. 2024-21 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2024-21; Councilman Workman seconded.

Development Services Director Leavens addressed the city council stating that the purpose of this agenda item is to seek council approval for Richard Leavens to sign required documents for the DNR-ARPA Stormwater Grant (Hatchery / Lower School Branch). This resolution confirms the designation of Richard Leavens' authority to sign documents for this grant by the new council and mayor. This grant was awarded in 2022 to construct stormwater structures in the areas of Lafayette Street and parts of the Lower School Branch.

Roll call vote:

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

No: None

Abstain: None

Passed.

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Resolution Bill No. 2024-22: Contract with Marion Construction Service Group for Auditorium Repairs

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for construction services with Marion Company, LLC, d/b/a Construction Services Group, a Missouri limited liability company, for the purpose of providing construction services related to the repair of the Neosho Municipal Auditorium for the not to exceed price of Ninety-Six Thousand Two Hundred Thirty and 00/100 dollars (\$96,230.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-22 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-22; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that the this agenda item is to seek council approval for the contract by resolution for renovations to the Neosho Municipal Auditorium. The city has recently replaced the roof on this facility since the roof has leaked for several years. However, it was determined a full replacement was needed. Since these repairs were made, it is time to repair damaged areas inside the facility relating to water damage. This contract addresses all the water-related issues as well as replacement of blinds and painting in certain areas.

Roll call vote:

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

No: None

Abstain: None

Passed.

Resolution Bill No. 2024-23: Water Tower Demo Agreement with Isler Demolition

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for construction services with Isler Demolition, Inc., a Michigan Corporation, for the purpose of providing construction services related to the demolition and removal of the water tower located at 813 Finney Avenue, Neosho, for the not to exceed price of Forty-Nine Thousand Seven Hundred and 00/100 dollars (\$49,700.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

Attorney Snyder read Resolution Bill No. 2024-23 in title only.

Councilman Collinsworth made a motion to Approve and Discuss Resolution Bill No. 2024-23; Councilwoman Humphrey seconded.

Public Works Director Siler addressed the city council stating that this agenda item is to seek council approval for the agreement with Isler Demolition for the demolition of the 50,000-gallon capacity water tower located at Dewey and Finney Street. During the April 2, 2024 council meeting, council approved the bid from Isler Demolition in the amount of \$49,700.00. This is the agreement to move forward with this project.

Roll call vote:

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

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No: None
Abstain: None
Passed.

Resolution Bill No. 2024-24: Empire District Electric Utilities Easement

A RESOLUTION concerning a Right-Of-Way Easement between the City of Neosho, Missouri, and The Empire District Electric Company for construction and maintenance of electric lines for transmission and distribution of electrical energy and communications.

Attorney Snyder read Resolution Bill No. 2024-24 in title only.

Councilwoman Robinson made a motion to Approve and Discuss Resolution Bill No. 2024-24; Councilman Workman seconded.

Public Works Director Siler addressed the city council stating that the this agenda item is to seek council approval for a utility easement with Liberty Utilities. We have plans to construct a new parking lot on the north side of East Spring St. This easement is needed for the relocation of an electric power line and the poles to support it.

Roll call vote:

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

No: None
Abstain: None
Passed.

Update language to Title VI Business and Occupation Chapter 605 and 615

Finance Director Forest addressed the council explaining the updated language to Title VI Business and Occupation Chapter 605 and 615.

Discussion was held among the council and staff.

APPOINTMENTS AND VACANCIES

Board of Adjustments

- *Letter of Interest from Jacob Evans*

Councilman Collinsworth made a motion to Approve Appointing Jacob Evans to the Board of Adjustments Board; Councilman Workman seconded.

Roll call vote:

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

No: None

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Abstain: None
Passed.

Events Board

- *Letter of Interest from Justin Carnahan*
- *Letter of Interest from Master Scott Hall*
- *Letter of Interest from Bobbi Lee*

Councilman Workman made a motion to Approve Appointing Justin Carnahan; Councilwoman Humphrey seconded.

Roll call vote:

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

No: Charles Collinsworth

Abstain: None

Passed.

Neosho IOOF Cemetery Board

- *Letter of Reappointment for Robert Carter*

Mayor Davidson made a motion to Approve Reappointment of Robert Carter; Councilman Cobb seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Parks and Recreation Department

- *Anna Turney Resignation Letter*
- *Letter of Interest from Bobbi Lee*
- *Letter of Interest from Jim Lowans*

Mayor Davidson made a motion to Accept the letter of Resignation from Anna Turney; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

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Mayor Davidson made a motion to Appoint Bobbi Lee; Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

REPORT OF CITY OFFICERS

March Financial Report

Finance Director Forest presented the March financials to council.

Council Work Sessions

City Manager Kennedy addressed the council stating that he would like to request the council to set up work sessions quarterly with staff. This would be to discuss items, such as the updates to codes or items that may need clarification from staff. These sessions would not request approvals on items from council but only be for discussion purposes.

Council agreed that this would be very beneficial.

CLOSED SESSION

Mayor Davidson made a motion to go into closed under Section 610.021 (1) and (2); Councilman Workman seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson closed open session at 8:45 p.m.

Mayor Davidson reconvened open session at 8:59 p.m. and announced that one vote was taken.

ADJOURN

There being no further business to come before the council, Mayor Davidson made a motion to Adjourn; Councilman Collinsworth seconded.

Roll call vote:

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

No: None

Abstain: None

Passed.

Mayor Davidson adjourned the April 16, 2024 Council Meeting at 9:02 p.m.

APPROVED

ATTEST

NEOSHO CITY COUNCIL

Mayor

City Clerk

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-22: Changes to the Fence Requirements City Code 405.225

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-22 Replace Ch 405.225 (C)(D) Fences Abutting Residential
 2. Fence Ordinance 405.225 CURRENT
 3. Fence Ordinance 405.225 (With Amendments Shown)
-

PURPOSE:

The purpose of this item is to gain the council's approval of changes to the city's Fence Requirements ordinance (405.225).

BACKGROUND:

This item is to remove ambiguity in the fencing height required between commercial districts and residential districts. It would require a minimum fence height of six feet between them. This matter had a public hearing before the Planning and Zoning Commission on April 9, 2024, after proper public notice. There were no members of the public in attendance for the fencing ordinance. The proposed changes to the ordinance were accepted by the Planning and Zoning Commission. Proper public notice has been given for the public hearing tonight.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor's signature.

AN ORDINANCE of the City of Neosho repealing and replacing Section 405.225 Fence Requirements, Paragraphs (C) and (D) of the Code of Ordinances for the City of Neosho.

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning changes to part of Section 405.225 (C) and (D); and

WHEREAS, a public hearing was held on April 15, 2024, by the City of Council for the City of Neosho concerning changes to part of Section 405.225 (C) and (D); and

WHEREAS, it has been determined by the City Council for the City of Neosho that said that changes to Section 405.225 (C) and (D) is in the best interest of the City.

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

Section 1. That Chapter 405 Zoning Regulations, Article III Additional Regulations, Section 405.225 Fence Requirements, Paragraphs (C) and (D) are repealed in their entirety and new Paragraphs (C) and (D) of Section 405.225 is hereby adopted to read as follows:

“Section 405.225 Fence Requirements”

“C. Fence Regulations For All "C" (Commercial) Districts.”

- “1. All trash, grease or recyclable containers must be completely screened and said screening shall be a minimum of six (6) feet in height.
2. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
3. Fencing is required when commercial districts abut a residential property.
4. All fencing abutting residential districts must be solid in nature, constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.”

“D. Fence Regulations For All "M" (Industrial) Districts.”

- “1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective , 2024.

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

Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

405.225 Fence Requirements.

[Ord. No. 28-2018, 9-4-2018]

A. General fence provisions shall apply to all Zoning Districts:

1. A building permit shall be required for the construction of any fence within the City of Neosho.
2. No fence or wall shall be constructed or altered to exceed six (6) feet in height.
3. It shall be unlawful for any person to paste, stick or put upon any fence or wall within the City any indecent, obscene, immoral or grossly written words or material.
4. No person shall erect any fence that is made of razor, barbs or strand wire except within an AG, M (Industrial) or Towers Zoning District.
5. No person shall erect any fence or enclosure of which any part is charged with or designed to be charged with an electrical current except within an AG Zoning.
6. In the case of fences constructed over dedicated utility easements, the City shall not be responsible for the replacement of said fence due to its removal. It is required that the property owner contact the Public Works Department or developer for location of above-mentioned easements.
7. In no case shall a fence be erected so as to enclose or block a storm water catch basin, culvert, or other storm water structure in any development.
8. All fencing must be maintained in good condition at all times.

B. Fence Regulations For "R" (Residential) Districts.

1. The owners of residential properties shall be responsible for maintaining said fences and to remove any fence which becomes unsightly or a menace to public safety, health or welfare.
2. In no case shall any front yard be enclosed by a privacy fence making the front yard not visible to the street.
3. Ornamental dividers, plastic chains, posts or like materials erected along driveways or sidewalks shall not be considered a fence.
4. Private swimming pools, hot tubs and spas containing water more than twenty-four (24) inches in depth shall be completely surrounded by a fence or barrier at least forty-eight (48) inches in height.

C. Fence Regulations For All "C" (Commercial) Districts.

1. All trash, grease or recyclable containers must be completely screened and said screening shall be a minimum of six (6) feet in height.
2. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
3. Fencing is required when commercial districts abut a residential property.
4. All fencing abutting residential districts must be solid in nature, constructed of masonry, vinyl or wood.

D. Fence Regulations For All "M" (Industrial) Districts.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood.

E. Fence Regulations For "T-1" Towers District.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.

405.225 Fence Requirements.

[Ord. No. 28-2018, 9-4-2018]

A. General fence provisions shall apply to all Zoning Districts:

1. A building permit shall be required for the construction of any fence within the City of Neosho.
2. No fence or wall shall be constructed or altered to exceed six (6) feet in height.
3. It shall be unlawful for any person to paste, stick or put upon any fence or wall within the City any indecent, obscene, immoral or grossly written words or material.
4. No person shall erect any fence that is made of razor, barbs or strand wire except within an AG, M (Industrial) or Towers Zoning District.
5. No person shall erect any fence or enclosure of which any part is charged with or designed to be charged with an electrical current except within an AG Zoning.
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D. Fence Regulations For All "M" (Industrial) Districts.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.
2. Fencing is required when commercial districts abut a residential property.
3. All fencing abutting residential districts must be solid in nature constructed of masonry, vinyl or wood and a minimum of six (6) feet in height and not to exceed eight (8) feet in height unless sufficient security concerns and standards for neighborhood aesthetics are satisfied as determined by the Director of Development Services.

E. Fence Regulations For "T-1" Towers District.

1. Fences higher than six (6) feet may be permitted for security and/or screening purposes.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Access Agreement with The Boeing Company, a Delaware Corporation, for the purpose of allowing access to add location and continue monitoring wells and soil vapor probes; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Access Agreement by and between the City of Neosho, Missouri, and The Boeing Company, a Delaware Corporation, for the purpose of adding locations for monitoring wells and soil vapor probes, a true and accurate copy of said Access Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

ACCESS AGREEMENT

Effective as of _____, 2024, The City of Neosho, Missouri (“Owner”), being the owner of the real property described in Exhibit A (hereinafter, the “Property”), and The Boeing Company (“Boeing”), agree to the following:

1. Boeing, its employees, agents, consultants, contractors and subcontractors shall have the non-exclusive right to enter upon the Property to perform the following activities:
 - A. To install and maintain monitoring wells and soil vapor probes at the locations identified on Exhibit A, or such other location as are agreeable to Owner;
 - B. To bring onto the Property such equipment and supplies as are required to install and maintain each monitoring well; provided that such equipment and supplies will be removed from the Property upon completion of the relevant installation and/or maintenance activity;
 - C. To install and maintain a flush grade or above ground protective casing over the surface casing and well after the completion of drilling/coring;
 - D. To install, maintain, and remove pumps, piping, tubing, and/or other fixtures from each monitoring well in order to examine the well, collect water level or other groundwater flow data, and/or collect water samples for analysis;
 - E. To lower non-destructive measurement and monitoring equipment (including but not limited to water level indicators, continuous water level recording equipment, cameras, and/or geophysical equipment) into each monitoring well;
 - F. To collect water samples from each monitoring well(s); and
 - G. To access streams and/or springs on the Property and to measure water flow and collect water samples for analysis from each stream and/or spring.
2. The Owner shall permit representatives of the United States Environmental Protection Agency (“USEPA”) to accompany Boeing, its employees, agents, consultants, contractors, and subcontractors.
3. All access to the Property shall be coordinated with the Owner by giving Owner notice of each planned entry and the activities to be conducted at least five (5) days in advance by mail, telephone, email, or in person. Owner Contact information is as follows:

Name: David Kennedy, City Manager
Mailing address: 203 E. Main St., Neosho, MO 64850
In-person address: 203 E. Main St., Neosho, MO 64850
Phone: 417-451-8050
E-mail: d.kennedy@neoshomo.org
4. Upon termination of this agreement, Boeing, its employees, agents, consultants, contractors and subcontractors shall be responsible for full restoration of any areas of the Property impacted by the activities conducted under this agreement, all to the reasonable satisfaction of Owner and as soon as is reasonably possible after termination. Final restoration, including the abandonment and/or decommissioning of any monitoring wells and associated equipment, shall occur as soon as is reasonably possible at the end of this agreement.
5. Upon request of the Owner, Boeing will provide the Owner sample results for the sample or samples collected on the Property.

6. Boeing, its employees, agents, consultants, contractors and subcontractors will perform all activities on the Property in compliance with all applicable federal, state and local laws and regulations.

7. Prior to any access to the Property, Boeing or Boeing's consultants, engineers, contractors or subcontractors shall have and maintain the following insurance with insurance companies with a minimum A.M. Best rating of A- VIII with at least the following limits:

A. Workers' Compensation and Employers Liability:

- i. Workers Compensation Insurance at no less than statutory requirements, and Employer's Liability Insurance with a limit of not less than \$1 Million per occurrence, each coverage and policy limit.

B. General Liability

- i. Commercial general liability coverage, on an occurrence basis, with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

8. Boeing agrees to indemnify and hold harmless Owner, its Trustees, officers, employees, and representatives (the "Indemnified Parties") from and against any and all claims, demands, assessments, penalties, fines, actions, settlements or judgments, including reasonable attorney fees and litigation expenses ("Claims"), based upon or arising out of the activities described in this Agreement performed by Boeing, its employees, agents, consultants, contractors, and subcontractors. The duty to indemnify and hold harmless shall survive the termination and expiration of this Agreement. Nothing in this Agreement is intended to require Boeing to indemnify or hold harmless the Indemnified Parties with respect to any Claims to the extent they are caused by the negligence or willful misconduct of any of the Indemnified Parties.

9. This Agreement shall be governed by the laws of the State of Missouri, provided that such laws are not otherwise preempted by federal laws and regulations. In the event of litigation pertaining to this Agreement, the exclusive forum, venue, and place of jurisdiction shall be in the State of Missouri, County of Newton.

10. The person signing below as or on behalf of Owner represents that he or she owns the Property or is the authorized representative of the Owner and has the power and authority to execute this agreement on behalf of Owner.

11. This agreement shall terminate five (5) years from the effective date. Boeing shall have the option of requesting one year extensions to this agreement beyond the termination date for additional data collection. Either party may terminate this agreement without cause by providing at a minimum sixty (60) days written notice to the other party specifying the effective date for such termination.

12. If any provision of this Agreement shall be held unenforceable or void, then such provision, to the extent not otherwise limited by law, shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.

In witness hereof, the parties have executed this agreement in duplicate as of the date first written above.

THE BOEING COMPANY

CITY OF NEOSHO, MISSOURI

By: _____

(Printed or Typed Name)

By: _____

(Printed or Typed Name)

When completed, please return this agreement to following locations:

Jennifer Kingston

JKingston@haleyaldrich.com

Haley & Aldrich, Inc.

11020 King Street | Suite 450
Overland Park, KS 66215

With a copy to:

The Boeing Company
Attn: Real Estate
153 James S. McDonnell Boulevard
MC S221-1400
Hazelwood, MO 63042

And:

The Boeing Company
c/o MBG Consulting, Inc.
Boeing Lease Administration Team
980 N. Michigan Avenue, Suite 1000
Chicago, IL 60611-4521

Questions or comments regarding the work to be conducted pursuant to this access agreement should be directed to:

Jennifer Kingston

Project Manager

JKingston@haleyaldrich.com

Haley & Aldrich, Inc.

11020 King Street | Suite 450
Overland Park, KS 66215

T: 913.693.1905

C: 913.827.3751

EXHIBIT A

Property Address: See attached map and aerial photographs

Newton County, MO



Legend

Road

- County Roads / City Streets
- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway

Parcel

- Corporate Limit Line

County Boundary

Well Name

MPA-MW100
MPA-MW101
MPA-MW102A/B/C

Well Location

MW-100 and MW-102A/B/C: Starting approximately 375 feet southwest of intersection of Williams Avenue and Doniphan Drive (city right-of way)

MW-101: Approximately 300 feet northeast of intersection of Williams Avenue and Doniphan Drive (city right-of way)

Notes

576.7 0 288.36 576.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-30: Road Closure at North Lincoln

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-30 Neosho - Authorizing Closure of North Lincoln Street
 2. LOWER SCHOOL BRANCH ROAD CLOSURES
 3. LOWER SCHOOL BRANCH ROAD CLOSURES (far)
-

PURPOSE:

The purpose of this item is to gain council's approval of closure of North Lincoln Street between West Adams Street and Grant Street for the purpose of building a stormwater drainage system.

BACKGROUND:

After proper public notice was made and this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held, no members of the public voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the North Lincoln Street closure was approved.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho authorizing the closure of North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

WHEREAS, it is necessary for the public safety, health and welfare to construct and maintain improvements to the stormwater system for the City of Neosho; and

WHEREAS, the area of improvement to the stormwater system is along North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho; and

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning said street closure; and

WHEREAS, it has been determined by the City Council for the City of Neosho that said street closure is in the best interest of the City.

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

Section 1. That the City of Neosho public street of North Lincoln Street between the intersection of North Lincoln Street and West Adams Street to the intersection of North Lincoln Street and Grant Street in the City of Neosho be closed for the purpose of constructing and maintaining improvements to the City stormwater system.

Section 2. That said public street shall remain closed for the purpose of continued used and future maintenance of the City stormwater system to promote public safety, health and welfare in the City.

Section 3. That City of Neosho personnel are authorized to take necessary actions to ensure said public street is closed safely and to remain closed until further action by the City Council.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

1: 1,425



237.5 0 118.76 237.5 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



1: 2,850



475.0 0 237.51 475.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-31: Road Closure between 505-518 West Adams Street

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-31 Authorizing Closure of West Adams Drive
 2. LOWER SCHOOL BRANCH ROAD CLOSURES
 3. LOWER SCHOOL BRANCH ROAD CLOSURES (far)
-

PURPOSE:

The purpose of this item is to gain council's approval of the closure of West Adams Street between the addresses of 505 and 518 for the purpose of building a stormwater drainage system.

BACKGROUND:

After proper public notice was made, this item was presented to the Planning and Zoning Committee on April 9, 2024. A public hearing was held. No members of the public voiced any objections during the hearing. The matter was taken up by the Planning and Zoning Committee and the West Adams Street closure was approved.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho authorizing the closure of West Adams Street between 505 West Adams Street and 518 West Adams Street in the City of Neosho for the purpose of constructing and maintaining improvements to the City stormwater system.

WHEREAS, it is necessary for the public safety, health, and welfare to construct and maintain improvements to the stormwater system for the City of Neosho; and

WHEREAS, the area of improvement to the stormwater system is along the street of West Adams Street between 505 West Adams Street and 518 West Adams Street in the City of Neosho; and

WHEREAS, a public hearing was held on April 6, 2024, by the Planning and Zoning Commission for the City of Neosho concerning said street closure; and

WHEREAS, it has been determined by the City Council for the City of Neosho that said street closure is in the best interest of the City.

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

Section 1. That the City of Neosho public street of West Adams Street from 505 West Adams Street to 518 West Adams Street be closed for the purpose of constructing and maintaining improvements to the City stormwater system.

Section 2. That said public street shall remain closed for the purpose of continued used and future maintenance of the City stormwater system to promote public safety, health and welfare in the City.

Section 3. That City of Neosho personnel are authorized to take necessary actions to ensure said public street is closed safely and to remain closed until the same can be reopened.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

1: 1,425



237.5 0 118.76 237.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Notes

LOWER SCHOOL BRANCH
STORMWATER PROJECT
ROAD CLOSURES
WEST ADAMS
N LINCOLN

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REQUESTED COUNCIL MEETING DATE: April 16, 2024

ITEM: Bill No. 2024-32: Annexation Procedure Ordinance Adoption

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-32 Amending Ch 440 - Annexation Procedures

PURPOSE:

The purpose of this item is to gain the council's acceptance of an ordinance for annexation procedure.

BACKGROUND:

The city is stepping up efforts requiring voluntary annexation of property into the city limits as consideration for connecting to city utilities. This item adopts the procedure for voluntary annexations.

RECOMMENDATION:

Staff recommends the council authorizes the mayor to sign the ordinance.

AN ORDINANCE of the City of Neosho amending Title IV Land Use of the Code of Ordinances by adding a new Chapter 440 Annexation Procedures to describe the process for Voluntary Annexations, for review by Planning and Zoning Commission, determination by the City Council and for approving of the land use classification for annexed property into the City of Neosho.

WHEREAS, having reviewed the Code of Ordinances for the City of Neosho, the City Council has determined to set out the procedures for voluntary annexation of unincorporated contiguous and compact areas to be annexed within the corporate limits of the City.

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

Section 1. That Title IV, Land Use of the Code of Ordinances is amended to add a new Chapter 440 Annexation Procedures to describe the process for Voluntary Annexations, for review by Planning and Zoning Commission, determination by the City Council and for approving of the land use classification for annexed property into the City of Neosho is hereby adopted to read as follows:

“Chapter 440 Annexation Procedures”

“Section 440.010 Purpose”

“This Chapter sets out the required review and approval procedures for unincorporated contiguous and compact areas to be annexed into the corporate limits of the City of Neosho.”

“Section 440.020 Voluntary Annexation – Application and Submittal”

“A complete application for the annexation of territory shall be submitted to the Neosho Development Services Director in a form established by the City (Annexation Application) along with a Verified Petition (Voluntary Annexation Petition), along with a non-refundable fee that has been established by the City to defray the cost of processing the application and petition. No application and petition shall be processed until the application and petition are complete and the required fee has been paid. The application and petition shall be made and shall be signed by all owners of all fee interests of record of all tracts of real property located within the area to be annexed. The petition shall include a legal description describing the boundary of the property requested for annexation. The City may enter an appropriate pre-annexation agreement which conditions annexation upon appropriate zoning.”

“Section 440.030 Review and Report – Neosho Development Services Director”

“The Neosho Development Services Director shall prepare a staff report that reviews the proposed annexation application for impact such annexation could have on surrounding areas within the corporate limits, the conforming nature of the area with the Comprehensive Plan and the proposed best land use classification. Such report shall be provided to the applicant at least five (5) days before the public hearing to be held by Planning and Zoning Commission. Public hearings before

Planning and Zoning Commission and the City Council shall be scheduled with such hearing before the City Council to be not sooner than fourteen (14) days nor later than sixty (60) days after the receipt of the annexation application and petition.”

“Section 440.040 Notice of Public Hearing”

- A. *“Newspaper Notice.* Notice of the time and place of the scheduled public hearing before the Planning and Zoning Commission and the City Council shall be published in a newspaper of general circulation at least fourteen (14) days prior to each public hearing, said notice to include the legal description of the property to be Annexed.
- B. *Written Notice.* The City will attempt to notify, by mail, all owners of property abutting the proposed territory to annexed and owners within 185 feet of said property.”

“Section 440.050 Review and Recommendation—Planning and Zoning Commission”

“All territory which may be annexed to the City shall be classified as a District R-1, First Dwelling House District until approval by the City Council for the best land use District. The Planning and Zoning Commission shall consider the annexation petition in light of the Comprehensive Plan, the comments of the public hearing and general needs of the City to include the proposed annexed area’s effect on surrounding land within the City. After such consideration, the Planning and Zoning Commission shall make a recommendation to approve or disapprove the annexation and for the land use classification district if other than District R-1, First Dwelling House District. The Planning and Zoning Commission recommendation shall be provided to the City Council and the applicant at least five (5) days before the meeting at which the City Council considers the annexation and land use classification, if applicable.”

“Section 440.060 Review and Action—City Council”

- A. “The City Council shall consider the annexation request at a public hearing during a regular meeting. After fourteen (14) days have elapsed since the holding of the public hearing, the City Council may approve (said approval to be by ordinance) the application and petition if it determines from the submitted evidence, public comment and testimony that:
 - 1. Due and legal notice has been given by publication and written as required herein;
 - 2. No private rights will be injured or endangered by the annexation and;
 - 3. The City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.
 - 4. The public will benefit and annexation is in the best interest of the City and thereby the application and petition should be approved and the land use classification that serves the best interest of the City be determined.”

“Section 440.070 Filing of Ordinance”

“After fourteen (14) days have elapsed from the public hearing for annexation the City Council shall take up an Ordinance to approve the annexation and land use classification if applicable. Any ordinance passed annexing territory into the corporate limits shall contain the legal description of the land to be annexed and shall instruct the City Clerk to cause three (3) certified copies of the ordinance to be filed with the County Clerk of Newton County, Missouri, and to cause a certified copy of the ordinance to be recorded in the office of the Newton County Recorder of Deeds. The ordinance shall be effective fifteen (15) days after final passage.”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective [REDACTED], 2024.

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

, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Auditorium Insulation and Ductwork

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Auditorium Ductwork Bids

PURPOSE:

Review bid regarding the insulation and ductwork repair at the auditorium.

BACKGROUND:

RECOMMENDATION:

I request the bid be rejected as submitted.

BID FORM

Description: (To be completed by bidding party)

Bid A - Coat all existing Insulation and replace damaged area's as needed at Neosho Municipal Auditorium

Bid A - \$69,462.00 this excludes prevailing wage, taxes, and includes payment bond

Bid B - Recoat tops of ducts and repair insulation as needed at Neosho Municipal Auditorium

Bid B - \$38,660.00 this excludes prevailing wage and taxes

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

F.O.B. Neosho, MO

Projected Shipping Date: Start Date May 13, 2024

After delivery - payment made on third Tuesday of month delivered

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

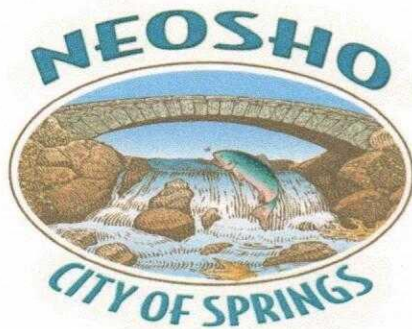
COMPANY: TNT'S HVAC, LLC

ADDRESS: 12935 Packard Lane Neosho MO. 64850

PHONE: 417-312-7989

EMAIL: tnthvac5@gmail.com

BY: Travis Tutton



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, April 24, 2024 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Auditorium Insulation Repair Roof Duct

Please label the envelope: Auditorium Insulation Repair Duct Work – Bid Opening April 24, 2024 @10:00 a.m.

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

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. **There will be a mandatory prebid meeting on Tuesday, April 16, 2024 @ 10:00 at 109 West Main, Neosho, MO (at the Auditorium)**

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

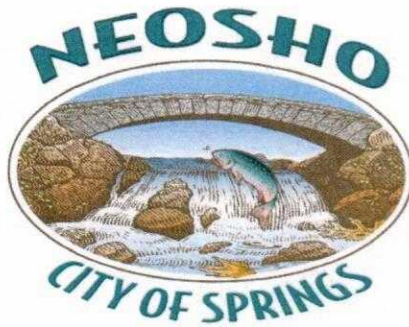
Bid A: Coat all existing insulation and replace damaged portion as needed at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO

Bid B: Recoat tops of ducts and repair insulation as needed at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO

Equipment Schedule:

Note:

This bid should include the start date for this project.



City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Precision Heating and Air
422 Ravenwood Circle
Neosho, MO 64850

Satterlee HVAC
Attn Troy
P. O. Box 730
Joplin, MO 64801

Schnelle SM Inc
2009 Stephens Blvd
Joplin, MO 64804

Rouse Sheet Metal
12036 Andrea Lane
Joplin, MO 64804

Kimbel Mechanical Systems
1936 Shiloh Drive
Fayetteville, AR 72704

West Mechanical Systems
P. O. Box 386
Neosho, MO 64850

Gunlock Heating & Air
P. O. Box 220
Saginaw, MO 64864

Midwest Materials
1220 West 13th
Joplin, MO 64804

Core Insulators
Heath Chapman
102 W Washington
Kearney, MO 64060

SMSI Group
3149 E Chestnut Expressway
Springfield, MO 65802

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Pitney Bowes MailCenter Bid

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. SendPro-MailCenter-2000-Cut-Sheet
 2. Pitney Bowes MailCenter Bid Agreement MC2000
-

PURPOSE:

To seek approval to enter into a new lease agreement for an updated postage machine

BACKGROUND:

As a result of new postage regulations due to be initiated in 2025, The current postage machine does not have the required updated IMI technology and is unable for the hardware to be retrofitted into the current machine.

RECOMMENDATION:

Staff recommends approval of the agreement with Pitney Bowes.



Shipping & Mailing

Postage Meters

SendPro® MailCenter 2000

Streamline your sending workflows.

The SendPro MailCenter 2000 simplifies your sending processes by integrating mailing and shipping into a single system and provides a modern user experience making sending anything easy and more streamlined.

With fast automatic-feeding, you can quickly process high volumes of mail, easily ship through USPS®, FedEx® and UPS® and track packages all from one reliable system, improving productivity and creating new levels of efficiency for your organization.

For letter mail, the MailCenter 2000 will seal and print postage at up to 180 letters per minute and can handle mail at up to 5/8 of an inch thick.

Sorting mixed sized mail is no longer necessary with the Weigh-on-the-Way® feature. The MailCenter 2000 increases productivity by weighing each piece of mail and applying the correct postage as it travels through the machine at up to 115 letters per minute.

- Minimizes downtimes and jamming with reverse separation feeding technology.
- Automatically save on every First Class® letter you send and gain access to additional savings, such as presort rates.



For more information, visit us online: pitneybowes.com

For overnight deliveries and package shipments, the available shipping functionality allows you to compare services for USPS®, FedEx® and UPS® so your packages are sent with the best cost and delivery option available. You will also gain complete visibility into your shipping history, package tracking and carrier spend, all in one place.

- Access special discounts with USPS and UPS or use your existing business accounts
- Accurately weigh packages and print professional looking labels right from the integrated scale and connected shipping label printer

Intuitive user display

The 15" modern, color touch screen display on the SendPro® MailCenter 2000 simplifies the way users process each job and interact with the system. Users can benefit from easy-to-follow menus for the streamlined processing of mail and packages.

Flexible printing

Save on pre-printed stationary costs and increase open rates for your mail. The SendPro MailCenter allows you to print your business logo, return addresses, promotional messages, or graphics directly onto your outbound envelopes at the same time it prints postage for a more professional look.

Available desktop shipping

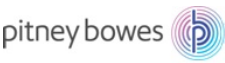
The SendPro MailCenter 2000 enables users outside the mail area to ship packages from their individual PCs with PitneyShip™ or PitneyShip™ Pro, our online multicarrier shipping software powered by the Shipping 360™ platform. Users can access the same shipping capabilities on the MailCenter at their desk to send or track a package delivery.

Specifications	MailCenter 2000
Max mail processing speeds (letters per minute)	Standard: WOW 70 LPM/Non-WOW 145 LPM. Optional: WOW 95 or 115 LPM/Non-WOW 160 or 180 LPM.
Weigh-on-the-Way® (WOW®)	Standard WOW: 70 LPM. Optional WOW: 95 or 115 LPM
Envelope processing thickness	5/8" media size: 3 1/2" x 5" up to 10" x 14"
Dimensions	55"L x 25.1"D x 25.2"H. Drop stacker adds 13.2" to L. Power stacker adds 33.6" to L
IMI indicia on-device stamp printing	Yes
Envelope flap depth	Min 1", max 3 7/8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode
Color touchscreen display	Standard 15" detachable display with optional display stand
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70 and 149lb
Differentiated weighing	Yes
Available shipping carriers	USPS® UPS® FedEx®
Available desktop shipping access	Optional scale and label printer
Optional accounting	Up to 100, 500, 1,000, 3,000, 100k max accounts
Optional expanded analytics	PitneyAnalytics™, Business Manager
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS retail rates)
Peripheral hardware options	Barcode scanner, laser report printer, power stacker portrait flats kit, power stacker, wireless keyboard (for quick alpha-numeric entries).



United States
3001 Summer Street
Stamford, CT 06926-0700





NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF NEOSHO	446000230

Sold-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Leslie Forest	417-451-8050	0011184232

Bill-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Leslie Forest	417-451-8050	0011184232	lforest@neoshomo.gov

Ship-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Leslie Forest	417-451-8050	0011184232

PO #
.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HV97500	Wireless Client Kit
1	HVBB	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle

1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard - 2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 386.55	\$ 1,159.65

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; CC221938006
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Zach Martins	zach.martins@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: CivicPlus Pay Software

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Neosho, MO - CP Pay - SOW
 2. CivicPlus Pay
-

PURPOSE:

To seek approval of the additional software module used by to be used with our CivicPlus platform.

BACKGROUND:

CivicPlus currently provides the city's website, meeting software and building permit and inspection software. This program would integrate with the website software to allow public and business online access to paying for permits. It would also allow citizens, contractors, developers and staff to see the paid invoice and integrate directly into the permit software. This software will be the gateway for one of our current merchants, [Authorize.net](#).

RECOMMENDATION:

Staff recommends approval of the bid for the new software payment platform.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-72299-1

4/15/2024 4:00 PM

5/31/2024

Client:

City of Neosho, MO

Bill To:

Neosho MO - CivicGov

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan McNelly		ryan.mcnelly@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Pay Setup Fee - Authorize.Net	Community Development Pay Setup Fee - Authorize.Net

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Pay Annual Fee - Authorize.Net	Community Development Pay Annual Fee - Authorize.Net

Total Investment - Initial Term	USD 4,500.00
Annual Recurring Services (Subject to Uplift)	USD 1,500.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



(/hc/en-us)

Sign in (/hc/en-us/signin?return_to=https%3A%2F%2Fwww.civicplus.help%2Fhc%2Fen-us%2Farticles%2F1500005548721-About-CivicPlus-Pay)



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CivicPlus Platform

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CivicPlus Pay (/hc/en-

us/categories/1500000562061-CivicPlus-Pay) > About CivicPlus Pay (/hc/en-us/sections/1500000933262-About-CivicPlus-Pay)

Supporting Articles



Articles in this section

About CivicPlus Pay

Updated: 1 year ago

Follow

CivicPlus Pay is a secure, PCI-compliant, standalone utility application that local governments can use within Web Central, Web Open, CivicRec, CivicGov, and CivicOptimize. With Pay, you can efficiently take digital payments while giving residents more ways to pay at any time, from anywhere. Our solution supports the latest, secure digital transaction technology with Europay, MasterCard, and Visa (EMV) for chip-based debit and credit card transactions. It also allows residents to remit payment for municipal services online, securely, from a computer, or mobile device.

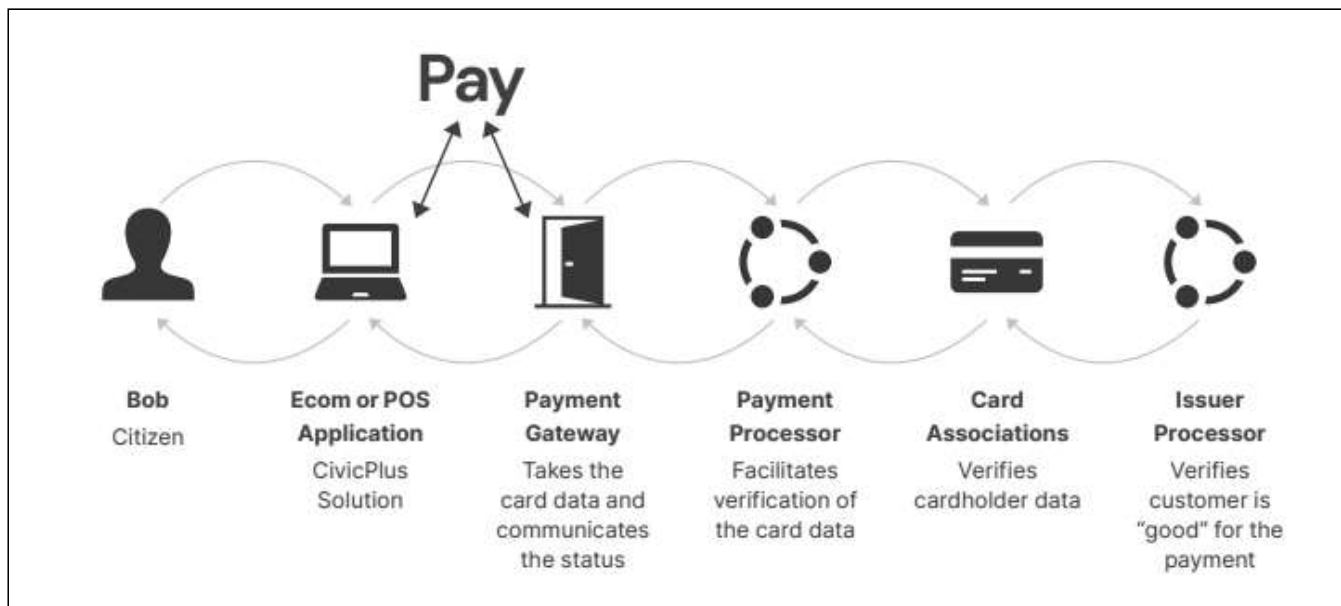
CivicPlus Pay integrates with a variety of well-known payment gateways and partners with those that are top-of-the-line in terms of integration support, available functionality, and flexibility. Through partnerships with these vendors, both CivicPlus and the selected gateway can streamline the joint processes and provide added value beyond just integration. View the [Full List of Supported Gateways \(/hc/en-us/articles/1500005636262-Integrated-Gateways\)](/hc/en-us/articles/1500005636262-Integrated-Gateways).

How CivicPlus Pay Works

CivicPlus is not involved in the transmission, storage, or capture of cardholder data. CivicPlus Pay serves as a facilitator to redirect customers to the payment gateway so that cardholder data is entered directly into the gateway's system. In the case of card-present transactions, the payment card is entered into a PIN-pad device, which communicates through a tray application directly to the gateway. In both cases, card-present and card-not-present transactions, **cardholder data is never exposed to CivicPlus**.

Pay sits between the CivicPlus solution and begins working when the customer selects the option to make their payment at the time of checkout. Based on the configuration in the solution and in the Pay portal, the customer will be redirected to a hosted form where they will be prompted to enter their card information. This hosted form is the Payment Gateway.

The gateway will capture the card data and initiate the process for validation. This process will include going through the Processor, Card Associations (Visa, AmEx, Discover, MasterCard, etc.), and the Issuer Processor (the customer's bank). Once the verification passes through those steps and sends the verification back to the gateway, Pay will again get to work and redirect the customer back to the CivicPlus solution with either an approval or denial of the transaction.



e-Commerce Transactions

e-Commerce transactions are also known as card-not-present transactions. This means that the payment details were not collected from the physical card in person. In a card-not-present transaction, CivicPlus Pay is the intermediary that connects CivicPlus products to payment gateways by acting as a switchboard. When you implement Pay, you will configure your gateway for taking payments and typically will generate API credentials. The credentials are stored securely in Pay.

When a user goes to checkout, CivicPlus Pay will look up which gateway is in use and the API credentials. Pay then generates the session and connects the user to the gateway. The user is then redirected away from CivicPlus systems and lands on a page hosted by the gateway.

The user then enters their payment details onto this page. The gateway tells Pay whether the transaction was successful. Pay then re-directs the user back to where they started.

Retail Transactions

Retail transactions are known as card-present transactions. These types of transactions occur when a payment is taken in person using a payment terminal, such as a PIN pad or EMV device.

In the flow of a card-present transaction, a transaction is initiated by asking CivicPlus Pay to start a transaction. Pay then communicates to a tray application. A tray application sits between the PIN pad/EMV device and the gateway. It is a listener application that is installed on your computer. Sometimes a gateway has its own tray application. In other instances, you will need to use the CivicPlus Pay Tray Application.

Once the tray application has been notified to start the transaction, it communicates to the PIN-pad device. Often, it prompts the user to insert, swipe, or tap their card. Once the user is done entering their payment, the device notifies the tray application which will then send the payment information to the gateway.

Once the gateway has processed the payment (both successful and declined payments) the result is returned back to the tray application which then notifies CivicPlus Pay.

Additional Resources

- [Integrated Gateways \(/hc/en-us/articles/1500005636262-Integrated-Gateways\)](/hc/en-us/articles/1500005636262-Integrated-Gateways)
- [Payments Glossary \(/hc/en-us/articles/1500005624002-Payments-Glossary\)](/hc/en-us/articles/1500005624002-Payments-Glossary)
- [Gateway Setup & Configuration \(/hc/en-us/sections/1500000929502-Gateways\)](/hc/en-us/sections/1500000929502-Gateways)

Was this article helpful?

Yes

No

0 out of 3 found this helpful

Have more questions? [Submit a request \(/hc/en-us/requests/new\)](/hc/en-us/requests/new)

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Let us know what was helpful or not helpful about the article.
0 comments

Please [sign in \(/hc/en-us/signin?return_to=https%3A%2F%2Fwww.civicplus.help%2Fhc%2Fen-us%2Farticles%2F1500005548721-About-CivicPlus-Pay\)](/hc/en-us/signin?return_to=https%3A%2F%2Fwww.civicplus.help%2Fhc%2Fen-us%2Farticles%2F1500005548721-About-CivicPlus-Pay) to leave a comment.

©2023 CivicPlus | [Contact Support \(/hc/en-us/requests/new\)](/hc/en-us/requests/new) | [Manage Email Preferences \(https://www.civicplus.com/update-email-preferences\)](https://www.civicplus.com/update-email-preferences)

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: 2024 Overlay and Asphalt Milling Project

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Overlay Bid Documents and Bids Recieved 2024

PURPOSE:

Request council's approval of bids for road surface improvements by an asphalt overlay.

BACKGROUND:

This project is for the resurfacing of approximately 2.7 miles of City streets, 6 alleys, and 2 cemetery roads with new asphalt.

We sent out three bid packets and received three bids.

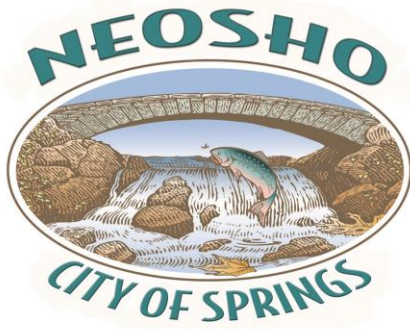
APAC Central, Streets and Alley Overlay and milling: \$435,405.70, Cemetery Overlay: \$24,320.40, Mobilization \$4,110.00. Total bid \$463,836.10

Emery Sapp & Sons: Streets and Alley Overlay and milling: \$352,085.50, Cemetery Overlay: \$15,600.00, Mobilization \$.12,830.00. Total bid \$380,515.50

Blevins Asphalt: Streets and Alley Overlay and milling: \$305,662.65, Cemetery Overlay: \$15,366.00, Mobilization \$.7,550.00. Total bid \$328,578.65

RECOMMENDATION:

City Staff recommends approving the bid from Blevins Asphalt for the amount of \$328,578.65.



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, May 1st, 2024, at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2024 Asphalt Overlay and Milling Project

Please label the envelope: 2024 Asphalt Overlay and Milling Project

Questions concerning the specifications and bid procedure should be directed to Nate Siler, Public Works Director, at the following address/phone: 417-451-8071, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

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3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

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*City of Neosho Business License required

*W-9 Required

* Proof of Worker's Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

Nate Siler
Public Works Director
Neosho, MO

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

- A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.
- B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).
- C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:
- D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.
- E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

- A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

- A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.
- A) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.
- C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.

- E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.
- G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

- A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.
- B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.
- B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.
- C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.
- D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.
- E) No subcontractor may further subcontract any of his work.

7. BID FORM:

- A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.

- B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- E) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.
- F) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

- A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.
- B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.
- C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

- A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.
- B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

- A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

- A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.
- C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major

items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.
- F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

Scope of Work Quantities

	<u>Street Name</u>	<u>Length</u>	<u>Width</u>	<u>Total</u>	<u>Depth</u>	<u>Total ton</u>	<u>Map #</u>
*	Northwest Blvd	1,315'	26.5'	34,848	1.5"	322.66	1
*	Wood St	635'	22'	13,970	1.5"	129.35	2
*	Crowder Dr	1540'	22'	13,130	1.5"	313.70	3
W	Radio Rd	360'	21'	7,560	3.0	140.00	3
**	McQuary St	480'	17.5'	8,400	1.5"	77.78	4
**	Sherman St I	765'	18.5'	14,153	1.5"	131.04	4
**	Sherman St II	860'	22'	18,920	1.5"	175.19	4
**	Ripley St	2010'	19'	38,190	1.5"	353.61	5
*	Front St & Grant St	622'	19'	11,818	1.5"	109.43	6
	Oak St	375'	18'	6,750	1.5"	62.50	6
W	Broadway St	375'	15'	16,150	1.5"	104.17	7
	Chestnut Ave	495'	21'	10,395	1.5"	95.25	8
W	South Pl	17'	17'	4,437	3.0"	82.17	5
	Stadium Dr	350'	24'	8,400	3.0"	196.76	9
**	Maple St	720'	35'	25,200	1.5"	233.33	13
	Cornerstone Ct	475'	26.5'	12,588	1.5"	116.55	10
	Lafayette Alley	320'	12'	3,840	1.5"	35.56	11
	Adams St Alleys	650'	11'	7,150	1.5"	66.20	12
	Young St Alleys	280'	12'	3,360	1.5"	31.11	12
	Marrow Alley	410'	10'	4,100	1.5"	37.96	12
	Post Office Alley	338'	11'	3,718	1.5"	34.43	11
	Maple Alley	617'	12'	7,404	2.0"	68.56	13
	Cemetery Rds.	1262'	10'	1,402	2.0"	155.80	14
	Total Tons					2,978	

Streets Overlay

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: _____ **2,525**

TRANSITION MILLING, EST LINEAR FT FOR STREETS: _____ **1,332'**

***EDGE MILLING, EST LINEAR FT FOR STREETS:** _____ **6,880'**

****FULL MILL, EST SQYDS FOR STREETS:** _____ **11,651 sy**

W STREETS REQUIRING AT LEAST 1" WEDGE

Alleys

ASPHALT TOTAL TONNAGE FOR ALLEY OVERLAY: _____ **297**

TRANSITION MILLING, EST LINEAR FT FOR ALLEYS: _____ **138'**

Cemetery

ASPHALT TOTAL TONNAGE FOR CEMETERY OVERLAY: _____ **156**

LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-14 INCLUDED IN BID DOCUMENTS

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay 2,525 Tons Unit Price \$ _____ Total Cost \$ _____

Streets Transition Milling 1,332 Linear ft Unit Price \$ _____ Total Cost \$ _____

Streets Edge Milling 6,880 Linear ft Unit Price \$ _____ Total Cost \$ _____

Full Mill 11,651 sy Unit Price \$ _____ Total Cost \$ _____

Streets Total Cost \$ _____

Alley Overlay 297 Tons Unit Price \$ _____ Total Cost \$ _____

Alley Transition Milling 138' Linear ft Unit Price \$ _____ Total Cost \$ _____

Alleys Total Cost \$ _____

Cemetery Overlay 156 Tons Unit Price \$ _____ Total Cost \$ _____

Cemetery Total Cost \$ _____

Mobilization for all total Cost \$ _____

Total for all \$ _____

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

COMPANY: _____

BY: _____

JOB SPECIAL PROVISIONS:

1. General:

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed.**

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

DETAILED SPECIFICATIONS

SUMMARY OF WORK: The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES: Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION: The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC: The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY: All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL: The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED: The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE: Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5", 2", or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION: Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat

from such objects. The contractor shall apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE: A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5" depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative. **All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING: Conform to Missouri State Highway Department section **622.10**. Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24" width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY: If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS: Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING: All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

BID FORM

Description: (To be completed by bidding party)

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

F.O.B. Neosho, MO

Projected Start Date: _____

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: _____

SIGNED BY: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

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

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

_____ (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

_____. (Name of business entity, same as above)

4. I state and affirm that _____ is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, _____ does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, _____ has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT

(Signature)

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

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

Notary Public

My Commission Expires

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

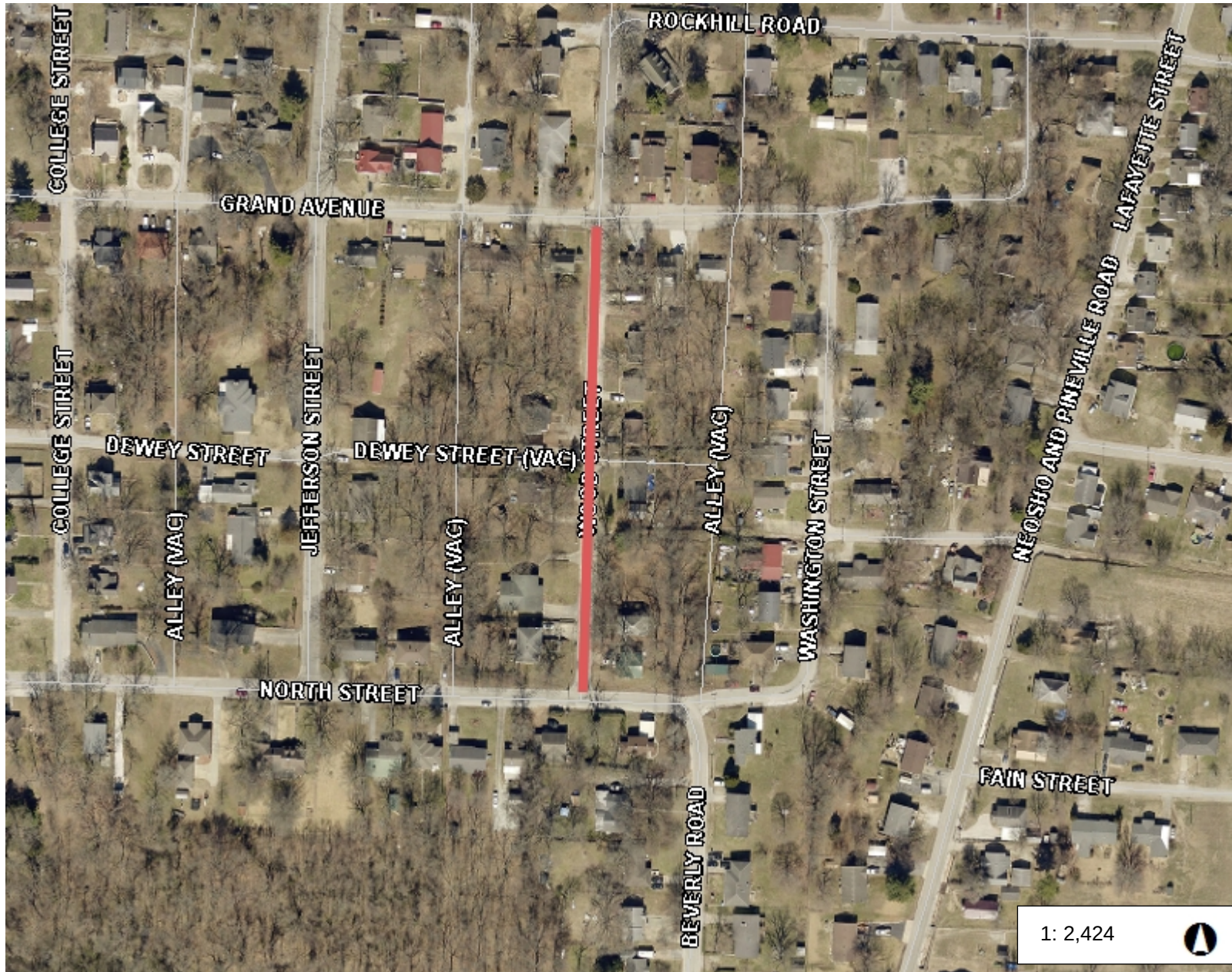
Notes

Map 1

404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 2,424



404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 2

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 9,696



1,616.0 0 807.98 1,616.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

3

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 4

404.0 0 202.00 404.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,848



808.0 0 403.99 808.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 5

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 2,424



404.0 0 202.00 404.0 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 6

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 1,212



202.0 0 101.00 202.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 7

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 1,212



202.0 0 101.00 202.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 8

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 9

404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 2,424



404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 10

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

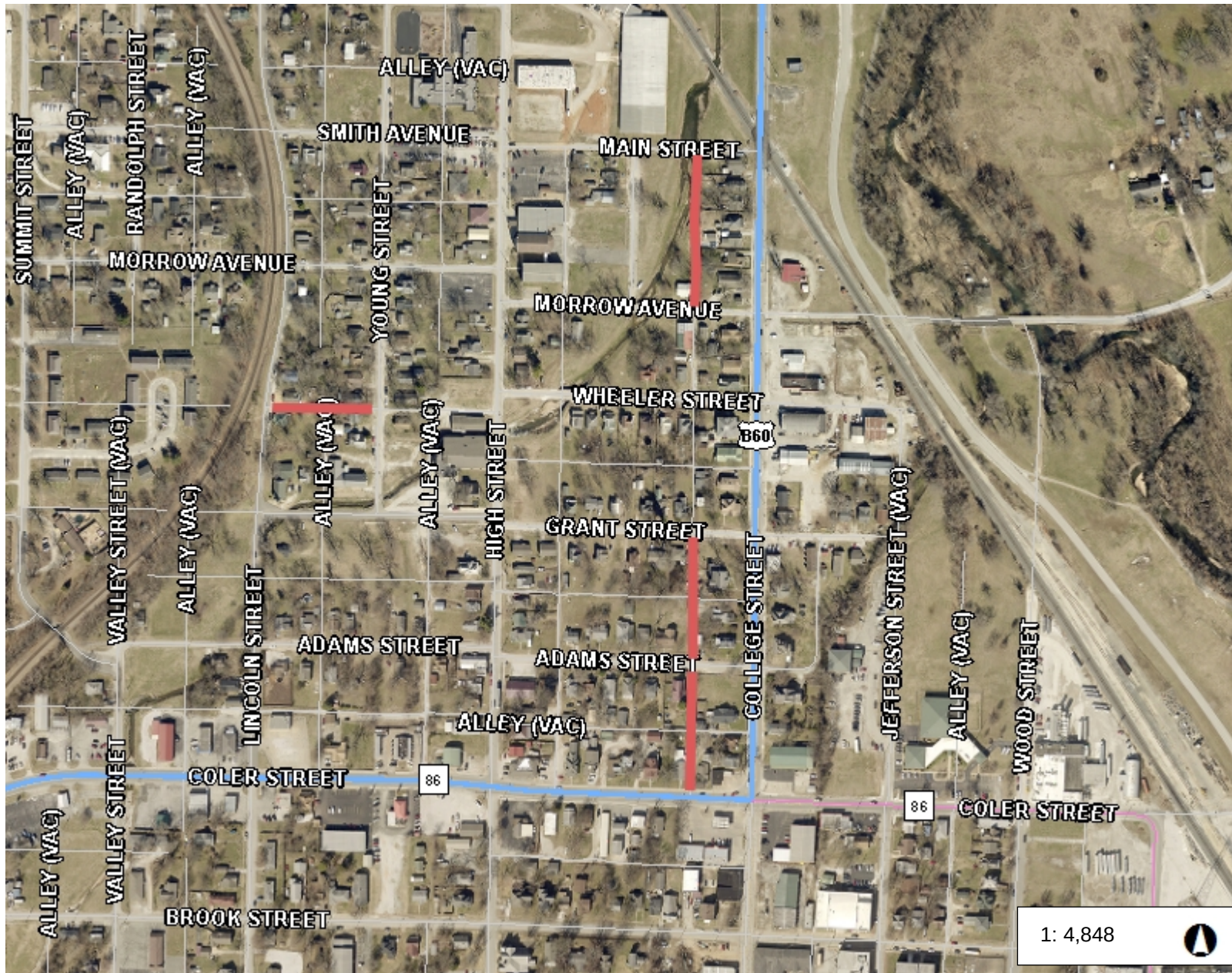
Map 11

404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 4,848



808.0 0 403.99 808.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 12

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 13

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

1: 2,424



404.0 0 202.00 404.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

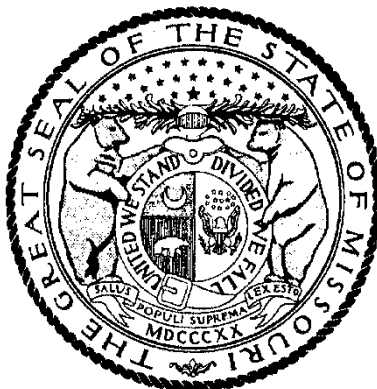
Notes

14

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 073
NEWTON COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.82
Boilermaker	\$28.27*
Bricklayer	\$50.94
Carpenter	\$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.46
Plasterer	
Communications Technician	\$28.27*
Electrician (Inside Wireman)	\$47.04
Electrician Outside Lineman	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.27*
Glazier	\$28.27*
Ironworker	\$28.27*
Laborer	\$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$28.27*
Plumber	\$49.13
Pipe Fitter	
Roofer	\$41.52
Sheet Metal Worker	\$49.42
Sprinkler Fitter	\$28.27*
Truck Driver	\$28.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.27*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number:

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC-Central, Inc.

755 E. Millsap Road

Fayetteville, AR 72703

OWNER:

(Name, legal status and address)

City of Neosho

203 E. Main St.

Neosho, MO 64850

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

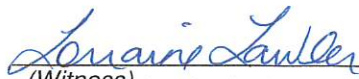
2024 Asphalt Overlay and Milling Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2024


(Witness) Lorraine Lawler


(Witness) Ronda Stidham

APAC-Central, Inc.
(Principal)  (Seal)
(Title) Michael Eshleman, Vice President
Fidelity and Deposit Company of Maryland
(Surety)  (Seal)
(Title) Doug Fronick, Attorney-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of \$1,000,000, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has herunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of January, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of May, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	2,525 Tons	Unit Price \$ <u>125.05</u>	Total Cost \$ <u>315,751.25</u>
Streets Transition Milling	1,332 Linear ft	Unit Price \$ <u>11.05</u>	Total Cost \$ <u>14,718.60</u>
Streets Edge Milling	6,880 Linear ft	Unit Price \$ <u>2.15</u>	Total Cost \$ <u>14,792.00</u>
Full Mill	11,651 sy	Unit Price \$ <u>3.60</u>	Total Cost \$ <u>41,943.60</u>

Streets Total Cost \$ ~~387,204~~
\$387,205.45 **BE**

Alley Overlay	297 Tons	Unit Price \$ <u>156.25</u>	Total Cost \$ <u>46,406.25</u>
Alley Transition Milling	138' Linear ft	Unit Price \$ <u>13.00</u>	Total Cost \$ <u>1,794.00</u>

Alleys Total Cost \$ 48,200.25

Cemetery Overlay	156 Tons	Unit Price \$ <u>155.90</u>	Total Cost \$ <u>24,320.40</u>
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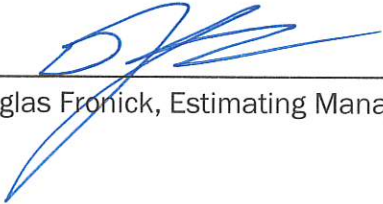
Cemetery Total Cost \$ 24,320.40

Mobilization for all total Cost \$ 4,110.00

Total for all \$ 463,836.10

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

COMPANY: APAC-Central, Inc.

BY: 
Douglas Fronick, Estimating Manager

BID FORM

Description: (To be completed by bidding party)

NUCTD compliant traffic control
Mill and Overlay per attached bid form
SS-1 tack
* Does not include alley prep work or cemetery prep work
* Does not include manhole risers

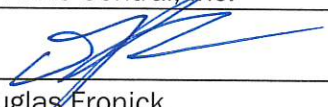
Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Start Date: 8/01/2024

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: APAC-Central, Inc.

SIGNED BY: 

ADDRESS: Douglas Fronick
P.O. Box 1187

Springfield, MO 65801

EMAIL: bryson.trodgdon@apac.com

PHONE: 417-868-6700

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 1st day of May, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon
information and facts available to me as a duly authorized owner, partner, corporate or
LLC officer or Human Relations Director of

APAC-Central, Inc. (name of Corporation, LLC, sole
proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

APAC-Central, Inc. . (Name of business entity, same as above)

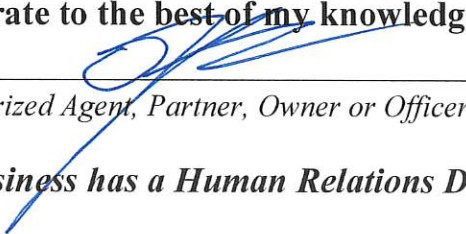
4. I state and affirm that APAC-Central, Inc. is enrolled and is (name of
business entity, same as above) currently participating in E-Verify, a federal work
authorization program or another equivalent electronic verification of work
authorization program operated by the United States Department of Homeland Security
under the Immigration Reform and Control Act of 1986.

5. Further, APAC-Central, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, APAC-Central, Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

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



Authorized Agent, Partner, Owner or Officer Douglas Fronick, Estimating Manager

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

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

Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

FURTHER THE AFFIANT SAYETH NOT



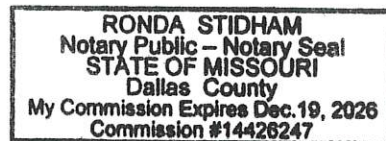
Douglas Fronick (Signature) Estimating Manager

On this 1st day of May in the year 2024, before me, Ronda Stidham
a Notary Public in and for said State, personally appeared Douglas Fronick, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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



Notary Public



My Commission Expires 12/19/26

E-Verify®

Employment Eligibility Verification



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM - 03/01/2016

Log Out

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Company Information

Company Name:

APAC Central, Inc.

Company ID Number:

165031

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1:

755 E Millsap

Address 2:

Fayetteville

City:

AR

State:

72703

Zip Code:

WASHINGTON

County:

Mailing Address:

Address 1: P.O. Box 9208

Address 2:

City: Fayetteville

State: AR

Zip Code: 72703

View / Edit

Additional Information:

Employer Identification Number: 581401469

Total Number of Employees: 1,000 to 2,499

Parent Organization: APAC-Holdings, Inc.
Administrator:

Organization Designation:



[View Essential Resources](#)

[Take Tutorial](#)

[View User Manual](#)

[Share Ideas](#)

[Contact Us](#)

Additional Information:

Employer Identification Number: 581401469

Total Number of Employees: 1,000 to 2,499

Parent Organization: APAC-Holdings, Inc.

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category:

Employees being verified:

NAICS Code:

237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites:

4

[View / Edit](#)

Total Points of Contact: 5

[View / Edit](#)

[View MOU](#)



E-Verify®

Employment Eligibility Verification

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

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Contact Us



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM - 03/01/2016

Log Out

Hiring Sites

i You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Previous Next

	State	Number of Hiring Sites
Add		
Edit	ARKANSAS	2
Edit	MISSOURI	1
Edit	OKLAHOMA	1

Previous Next

Next

Cancel

E-Verify®

Employment Eligibility Verification



Welcome
Evans Richard

User ID
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Last Login
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Log Out

Click any icon for help

- Home
- My Cases
 - New Case
 - View Cases
 - Search Cases
- My Profile
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports
 - View Reports
- My Resources
 - View Essential Resources
 - Take Tutorial
 - View User Manual
 - Share Ideas
 - Contact Us

Points of Contact Summary List

Previous	Next		First Name	Last Name	Middle Name	Phone Number	Fax Number	E-mail Address
Add		Delete	Belancourt	Erica		(479) 587-3339	(479) 443-4018	enca.belancourt@apac.
Edit		Delete	Evans	Richard	F	(479) 587-3356	(479) 684-5402	richard.evans@apac.co
Edit		Delete	Debra	Morris	K	(479) 788-6365	(479) 684-5402	debra.morris@apac.co
Edit		Delete	Lisa	Chapman	L	(918) 556-2236	(918) 828-4643	lisa.chapman@apac.co
Edit		Delete	Kevin	Farmer	R	(417) 868-6714	(417) 868-7064	kevin.farmer@apac.co
Previous	Next							

[Cancel](#) [Save & Continue](#)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Emery Sapp & Sons, Inc.

5350 E State Hwy AA

Springfield, MO 65803

OWNER:

(Name, legal status and address)

City of Neosho

203 East Main Street

Neosho, MO 64850

BOND AMOUNT: Five Percent of Amount Bid (5%)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

City of Neosho Asphalt Overlay & Milling Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2024


(Witness)


(Witness) Misty Leonard

Emery Sapp & Sons, Inc.

(Principal)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Title) Allison Madrid, Attorney-in-Fact

(Seal)

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211514 - 973699**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Madrid, Crystal York, Louis A. Landwehr, Shannon Burgess

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	2,525 Tons	Unit Price \$ <u>102.50</u>	Total Cost \$ <u>258,812.50</u>
Streets Transition Milling	1,332 Linear ft	Unit Price \$ <u>2.25</u>	Total Cost \$ <u>2,997.00</u>
Streets Edge Milling	6,880 Linear ft	Unit Price \$ <u>2.50</u>	Total Cost \$ <u>17,200.00</u>
Full Mill	11,651 sy	Unit Price \$ <u>3.25</u>	Total Cost \$ <u>37,865.75</u>
			Streets Total Cost \$ <u>316,875.25</u>

Alley Overlay	297 Tons	Unit Price \$ <u>107.75</u>	Total Cost \$ <u>32,001.75</u>
Alley Transition Milling	138' Linear ft	Unit Price \$ <u>23.25</u>	Total Cost \$ <u>3,208.50</u>
			Alleys Total Cost \$ <u>35,210.25</u>

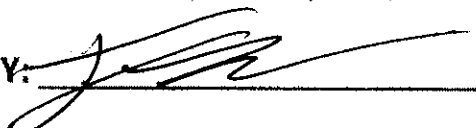
Cemetery Overlay	156 Tons	Unit Price \$ <u>100.00</u>	Total Cost \$ <u>15,600.00</u>
			Cemetery Total Cost \$ <u>15,600.00</u>

Mobilization for all total Cost \$ 12,830.00

Total for all \$ 380,515.50

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

COMPANY: Emery Sapp & Sons, Inc.

BY: 

BID FORM

Description: (To be completed by bidding party)

\$380,516.50

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

F.O.B. Neosho, MO

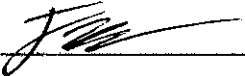
Projected Start Date:

9-1-2024

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: Emery Sapp & Sons, Inc.

SIGNED BY:  Jesse Wallen

ADDRESS: 7389 E. Newman Rd. Joplin, Mo. 64801

EMAIL: Jesse.Wallen@emerysapp.com

PHONE: (816) 645-2211

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Jasper)

Now this 1st day of May, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of

Emery Sapp & Sons, Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Emery Sapp & Sons, Inc. (Name of business entity, same as above)

4. I state and affirm that Emery Sapp & Sons, Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Emery Sapp & Sons, Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Emery Sapp & Sons, Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

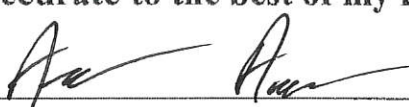
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Authorized Agent, Partner, Owner or Officer

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

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



Human Relations Director

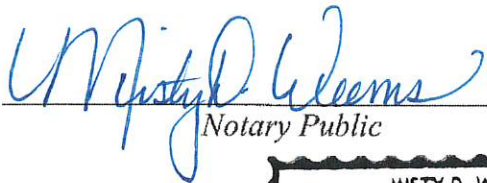
*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

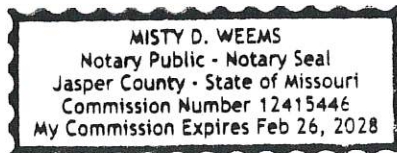
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 1 day of May in the year 20 24, before me, Misty D. Weems
a Notary Public in and for said State, personally appeared Tyson Collins, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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


Notary Public



My Commission Expires 02/26/2028

Company ID Number: 86909

Approved by:

Employer Emery Sapp & Sons, Inc.	
Name (Please Type or Print) Dan Hoover	Title
Signature Electronically Signed	Date 01/08/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/08/2008

Company ID Number: 86909

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Emery Sapp & Sons, Inc.
Company Facility Address	2301 I-70 Dr NW Columbia, MO 65202
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	431708848
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	3

Company ID Number: 86909

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

MISSOURI	3 site(s)
----------	-----------

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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Blevins Asphalt Construction Co, Inc
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

OWNER:

(Name, legal status and address)

City of Neosho, MO
203 E Main Street
Neosho, MO 64850

BOND AMOUNT:

Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

2024 Asphalt Overlay and Milling Project
Various Locations

Project Number, if any:

Neosho, Missouri 64850

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April, 2024


(Witness)


(Witness)

Blevins Asphalt Construction Co, Inc.

(Principal)

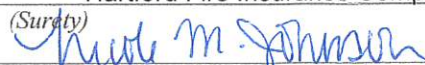
(Seal)

(Title)


Jeran Cordova, Vice-President
Hartford Fire Insurance Company

(Seal)

(Surety)


(Title) Nicole M. Johnson, Attorney-In-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC

Agency Code: 37-284958

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 29th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Edge milling locations are noted on the scope of work quantities sheet. All driveway, intersection, and transition milling must be included in the bid. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2024 Project. Street Overlay, and Cemetery Overlay totals must be separated into their own totals.

Streets Overlay	2,525 Tons	Unit Price \$ <u>82.65</u>	Total Cost \$ <u>208,691.25</u>
Streets Transition Milling	1,332 Linear ft	Unit Price \$ <u>7.15</u>	Total Cost \$ <u>9,523.80</u>
Streets Edge Milling	6,880 Linear ft	Unit Price \$ <u>4.05</u>	Total Cost \$ <u>27,864.00</u>
Full Mill	11,651 sy	Unit Price \$ <u>2.40</u>	Total Cost \$ <u>27,962.40</u>
			Streets Total Cost \$ <u>274,041.45</u>

Alley Overlay	297 Tons	Unit Price \$ <u>98.50</u>	Total Cost \$ <u>29,254.50</u>
Alley Transition Milling	138' Linear ft	Unit Price \$ <u>17.15</u>	Total Cost \$ <u>2,366.70</u>
			Alleys Total Cost \$ <u>31,621.20</u>

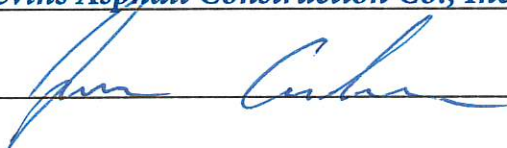
Cemetery Overlay	156 Tons	Unit Price \$ <u>98.50</u>	Total Cost \$ <u>15,366.00</u>
			Cemetery Total Cost \$ <u>15,366.00</u>

Mobilization for all total Cost \$ 7,550.00

Total for all \$ 328,578.65

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

COMPANY: Blevins Asphalt Construction Co., Inc.

BY: 

BID FORM

Description: (To be completed by bidding party)

Project is bid in accordance with provided bid specifications and supplied information.

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

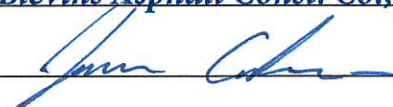
F.O.B. Neosho, MO

Projected Start Date: 07/01/2024

After completion - payment made on the third Tuesday of the month delivered

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

COMPANY: *Blevins Asphalt Const. Co., Inc.*

SIGNED BY: 

ADDRESS: *PO Box 230, Mt. Vernon, MO 65712*

EMAIL: *jcordova@blevinsasphalt.com*

PHONE: *(417) 466-3758*

CITY OF NEOSHO
AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Greene)

Now this 1st day of May, 2024, the undersigned, being first duly sworn,
deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of

Blevins Asphalt Const. Co., Inc. (name of Corporation, LLC, sole proprietorship, or partnership)

3. I am authorized to make this affidavit on behalf of

Blevins Asphalt Const. Co., Inc.. (Name of business entity, same as above)

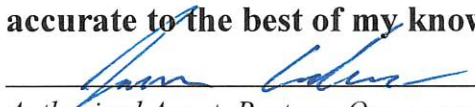
4. I state and affirm that Blevins Asphalt Const. Co., Inc. is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Blevins Asphalt Const. Co., Inc. does not knowingly employ any person
(Name of business entity, same as above)
who is an unauthorized alien.

6. Further, Blevins Asphalt Const. Co., Inc. has performed an electronic
(Name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009, or
obtained documents required for completion of a federal I-9 form before it began
participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum
of Understanding with the United States concerning the use of E-Verify.

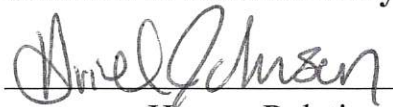
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Authorized Agent, Partner, Owner or Officer

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

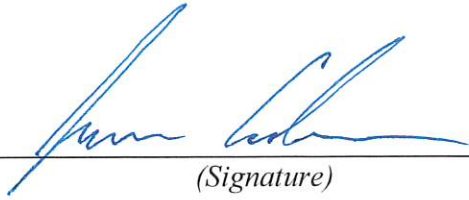
**I certify under penalty of perjury that the statements above are complete, true, and
accurate to the best of my knowledge and belief.**



Human Relations Director

*This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has
deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008*

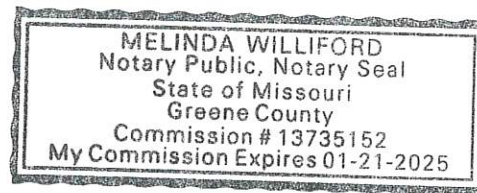
FURTHER THE AFFIANT SAYETH NOT


(Signature)

On this 1st day of May in the year 20 24, before me, Melinda Williford
a Notary Public in and for said State, personally appeared Jeran Cordova, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Melinda Williford
Notary Public



My Commission Expires January 21, 2025



Company ID Number: 197724

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Blevins Asphalt Construction Co., Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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



Company ID Number: 197724

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Blevins Asphalt Construction Co., Inc.

Rick R Bekemeier

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date



Company ID Number: 197724

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Blevins Asphalt Construction Co., Inc.

Company Facility Address: 11837 Lawrence 1163

Mount Vernon, MO 65712

Company Alternate

Address: PO BOX 230

Mount Vernon, MO 65712

County or Parish: LAWRENCE

Employer Identification

Number: 430964288

North American Industry

Classification Systems

Code: 237

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 197724

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

Name: **Rick R Bekemeier**
Telephone Number: **(417) 466 - 3758**
E-mail Address: **rbekemeier@aol.com**

Fax Number: **(417) 466 - 7914**

Name: **Susie L Osterloh**
Telephone Number: **(417) 466 - 3758**
E-mail Address: **sosterloh@blevinsasphalt.com**

Fax Number: **(417) 466 - 7914**

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Public Hearing for Bill No. 2024-34: Article I Amending Section 710.180 Water Rates

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Public Hearing for Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charge

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

AN ORDINANCE amending Section 710.180 “Water Rates – Generally – Classification of Consumers.”

WHEREAS, the City commissioned Allgeier, Martin and Associates, Inc. to perform Water and Sanitary Sewer Utility Rate Studies on or about November 15, 2022; and

WHEREAS, Allgeier, Martin and Associates, Inc. delivered the results of said studies on or about March 2023, a copy of the same being attached hereto and incorporated by reference as Exhibit A (“the 2023 Rate Study”); and

WHEREAS, the City held a public hearing regarding the adoption of said recommendations of said studies on May 7, 2024; and

WHEREAS, the City desires to adopt the recommendations of said studies.

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

Section 1. That Section 710.180 “Water Rates – Generally – Classification of Consumers” is amended to read as follows:

“Section 710.180 Water Rates — Generally — Classification of Consumers.

A. Generation Of Revenue.

1. The user charge system shall generate adequate annual revenues to pay the cost of annual operation and maintenance including replacement and cost associated with debt retirement of bonded capital associated with financing the water system which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the water system shall be established by ordinance.

2. All funds collected from user charges shall be deposited in the water section of the Water Wastewater Enterprise Fund which is a non-lapsing fund. A separate fund will be established specifically for the replacement account.

a. The Replacement Fund shall be designated for the purpose of ensuring replacement needs over the life of the water system. Deposits in the Replacement Fund shall be made annually for the replacement revenue in the amount of [~~\$1,700,370.10~~]**\$1,688,030.73** as set forth in the 2023 Rate Study’s Appendix C – Water Utility Replacement Schedule and Replacement Fund Annual Annuity.

3. Fiscal year-end balances in the Water Wastewater Enterprise Fund and replacement account shall be carried over to the same accounts in each subsequent fiscal year, and shall be used for no other purpose than those designated for these accounts.

B. User Rate Structure.

1. Each user shall pay for the services provided by the City based on use of the water system as determined by water meter(s) acceptable to the City.

2. All monthly user charges will be based on monthly water usage.

3. All water users shall be charged as of October 1, 20~~[23]~~24:

a. Base rate per connection.

Meter size	Charge per month
1 inch and less	\$ [10.23] <u>11.37</u>
1.5 inch	\$ [20.56] <u>22.88</u>
2 inch	\$ [33.05] <u>36.83</u>
3 inch	\$ [73.42] <u>84.33</u>
4 inch	\$ [115.62] <u>133.10</u>
6 inch	\$ [227.99] <u>261.44</u>
8 — 10 inch	\$ [364.79] <u>418.31</u>

b. Up to and including 100,000 gallons: \$~~[5.38]~~ **6.33** per 1,000 gallons.

c. All usage over 100,000 gallons: \$~~[3.97]~~ **4.35** per 1,000 gallons.

4. The user rate structure is based off of the 2023 Rate Study, including the appendices thereto. The user rate structure shall be reviewed annually to ensure that revenues are adequate to meet requirements set forth in this Section.

Note: language which is **bold, underlined** has been added; language which is ~~[bracketed, stricken]~~ has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charges

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-35 Amend Section 705.450 Classification of Users

PURPOSE:

To request an amendment of Chapter 705: Section 705.450, Paragraphs (D) and (E. Classification of Users- Monthly Service Charges.

BACKGROUND:

In July 2023, the City decreased sewer rates to \$5.06 per 1000 gallons and increased the base rate to \$13.52 per month. The City has not increased rates prior to this for sewer service since 2017.

The City has been hit by increases in costs each year, just like everyone else. The city has been actively slip lining older pipes and continuing to maintain the older equipment as it needs replacing. These repairs must be continued on a regular basis to keep our system running. The City also renewed the contract with Alliance Water Resources in October 2020 to take advantage of their knowledge and expertise in our Filtration and Wastewater plants. This agreement was made to ensure the safety of our water systems. The Alliance agreement is another necessity with continued increases in expenses. Until now, we have been absorbing all of these additional costs, but our Fund Balance cannot continue to sustain these added expenses. In addition, the City is working with Allgeier Martin and Associates for a 20-year replacement plan for the wastewater system. The reserve fund is required to support the replacement needs and proposed schedule.

The increase proposed in the annual reserve is supported by the wastewater rate increase proposed in this Ordinance.

RECOMMENDATION:

Staff recommends Council approve the amendment to the City Code.

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-35: Article VI Amending Section 705.450 Sewer Service Charges

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-35 amend Sec 705.450 Classification of Users - Monthly Service Charges - 2024 Rate Study
 2. Proposed Sewer Rates FY24
-

PURPOSE:

To request an amendment of Chapter 705: Section 705.450, Paragraphs (D) and (E. Classification of Users- Monthly Service Charges.

BACKGROUND:

In July 2023, the City decreased sewer rates to \$5.06 per 1000 gallons and increased the base rate to \$13.52 per month. The City has not increased rates prior to this for sewer service since 2017.

The City has been hit by increases in costs each year, just like everyone else. The city has been actively slip lining older pipes and continuing to maintain the older equipment as it needs replacing. These repairs must be continued on a regular basis to keep our system running. The City also renewed the contract with Alliance Water Resources in October 2020 to take advantage of their knowledge and expertise in our Filtration and Wastewater plants. This agreement was made to ensure the safety of our water systems. The Alliance agreement is another necessity with continued increases in expenses. Until now, we have been absorbing all of these additional costs, but our Fund Balance cannot continue to sustain these added expenses. In addition, the City is working with Allgeier Martin and Associates for a 20-year replacement plan for the wastewater system. The reserve fund is required to support the replacement needs and proposed schedule.

The increase proposed in the annual reserve is supported by the wastewater rate increase proposed in this Ordinance.

RECOMMENDATION:

Staff recommends Council approve the amendment to the City Code.

AN ORDINANCE amending Section 705.450 “Classification of Users – Monthly Service Charges.”

WHEREAS, the City commissioned Allgeier, Martin and Associates, Inc. to perform Water and Sanitary Sewer Utility Rate Studies on or about November 15, 2022; and

WHEREAS, Allgeier, Martin and Associates, Inc. delivered the results of said studies on or about March 2023, a copy of the same being attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the City held a public hearing regarding the adoption of said recommendations of said studies on May 7, 2024; and

WHEREAS, the City desires to adopt the recommendations of said studies.

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

Section 1. That Section 705.450 “Classification of Users – Monthly Service Charges” is amended to read as follows:

“Section 705.450 Classification of Users — Monthly Service Charges.

A. Generation Of Revenue.

1. The user charge system shall generate adequate annual revenues to pay the cost of annual operation and maintenance including replacement and cost associated with debt retirement of bonded capital associated with financing the wastewater system which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the wastewater system shall be established by ordinance.

2. All funds collected from user charges shall be deposited in the wastewater section of the Water Wastewater Enterprise Fund which is a non-lapsing fund. A separate fund will be established specifically for the replacement account.

- a. The Replacement Fund shall be designated for the purpose of ensuring replacement needs over the life of the wastewater system. Deposits in the Replacement Fund shall be made annually for the replacement revenue in the amount of [~~\$1,385,771.25~~]**\$1,429,197.83** as set forth in the 2023 Rate Study’s Appendix E – Sanitary Sewer Replacement Schedule and Replacement Fund Annual Annuity.

B. User Rate Structure

1. All persons, firms or corporations having a connection directly or indirectly with the sewer system of the City are hereby classified as "residential users" and "other users."

2. "Residential users" are hereby defined as residential dwelling units serving not more than two (2) families on a single sewer connection.

3. "Other users" shall include all persons, firms or corporations having a sewer connection directly or indirectly with the sewerage system of the City.
4. The monthly sewer service charge to residential users shall be the sum of ~~\$13.52~~**16.90** per month, and the sum of ~~\$5.06~~**5.33** per one thousand (1,000) gallons.
5. The monthly service charge to "other users" shall be the sum of ~~\$13.52~~**16.90** per month, and the sum of ~~\$5.06~~**5.33** per one thousand (1,000) gallons thereafter.
6. Hotels, motels, hospitals, schools, rest homes, multi-residential units, apartments, mobile home parks, multi-business units and office buildings having only one (1) water account shall be charged the normal monthly sewer service charge as provided for in Subsection(E) hereof.
7. Hotels, motels, hospitals, schools and rest homes shall not be included in the multi-residential or multi-business provisions but shall be charged the normal sewer service charge.
8. The user rate structure is based off of the 2023 Rate Study with CPI adjustments, including the appendices thereto. The user rate structure shall be reviewed annually to insure that revenues are adequate to meet requirements set forth in this Section."

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

TABLE 13 – PROJECTED SEWER CASH FLOW WITH INCREASED RATE STRUCTURE

Number of Customers	Base Rate	2022 Usage (gallons)	Usage Rate (per 1,000-gallons)	Yearly Revenue
5,783	16.90	464,386,950	5.33	3,649,217.39
Total Revenue from Projected User Rates				3,649,217.39
Remaining Projected Revenue (From Table 11)Table 4				465,500.00
Total Projected Expenses (From Table 11)				-2,510,701.89
2% of Sewer Revenue Reserve Fund				-82,294.35
Sewer Replacement Fund				1,521,721.15

TABLE 11 – PROJECTED SEWER UTILITY EXPENSES AND REVENUES

Description	ectedExpenses/Revenues
Expenses	
Admin., Billing, Collection, Record Keeping, etc.	\$ 733,162.76
Debt Service	\$ 79,941.57
Utilities	\$ 343,310.72
Labor	\$ 532,969.35
Replacement Costs	\$ 1,571,253.75
Maintenance	\$ 54,754.50
Alliance Contract	\$ 766,563.00
Total Expenses	\$ 4,081,955.64
Revenues	
Dedicated Capital Improvement Sales Tax	
Revenue	\$ 23,000.00
Other Revenue (Fixed Fee)	\$ 370,000.00
Other Revenue (Volume Fee)	\$ 72,500.00
Total Revenues	\$ 465,500.00
Total Revenue to be Generated by User Rate	\$ 4,081,955.64

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-36: Pitney Bowes Mailcenter Postage Machine Agreement

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-36 Lease w-Pitney Bowes_Postage Machine
 2. Pitney Bowes Agreement MC2000
-

PURPOSE:

To request the Mayor's signature on the agreement with Pitney Bowes for a new lease of the postage machine.

BACKGROUND:

Due to new postage regulations, a new postage machine is required to comply with the changes to Intelligent Mail Indicia (IMI). The term of the lease is five (5) years.

RECOMMENDATION:

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

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Lease Agreement with Pitney Bowes, Inc., for the purpose of leasing a postage meter device for documents sent by the United States Postal Service; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Pitney Bowes, Inc., for the purpose of leasing a postage meter device for documents sent by the United States Postal Service, a true and accurate copy of said Lease Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

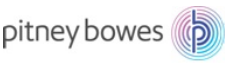
Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF NEOSHO	446000230

Sold-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Leslie Forest	417-451-8050	0011184232

Bill-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Leslie Forest	417-451-8050	0011184232	lforest@neoshomo.gov

Ship-To: Address
203 E MAIN ST, NEOSHO, MO, 64850-1812, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Leslie Forest	417-451-8050	0011184232

PO #
.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HV97500	Wireless Client Kit
1	HVBB	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle

1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard - 2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 386.55	\$ 1,159.65

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; CC221938006
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Zach Martins	zach.martins@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-37: Contract with CivicPlus Pay for Permit Payment and Intregation

ORIGINATING DEPARTMENT: Finance Department

ATTACHMENT:

1. Bill No. 2024-37 Agreement w-CivicPlus CP Pay
 2. Neosho, MO - CP Pay - SOW
 3. CivicPlus Master Services Agreement March 2023
-

PURPOSE:

To request approval to enter into a contract with CivicPlus to provide payment integration with the building permit and inspection software.

BACKGROUND:

CivicPlus currently provides the city's website, meeting software and building permit and inspection software. This program would integrate with the website software to allow public and business online access to paying for permits. It would also allow citizens, contractors, developers and staff to see the paid invoice and integrate directly into the permit software. This software will be the gateway for one of our current merchants, [Authorize.net](https://authorize.net).

RECOMMENDATION:

Staff recommends approval of the contract CivicPlus Pay feature and authorize the Mayor to execute.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into Agreement with CivicPlus, LLC, for the purpose of software to allow integration for permitting payment processing; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and CivicPlus, LLC, for the purpose of software to allow integration for permitting payment processing, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-72299-1

4/15/2024 4:00 PM

5/31/2024

Client:

City of Neosho, MO

Bill To:

Neosho MO - CivicGov

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan McNelly		ryan.mcnelly@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Pay Setup Fee - Authorize.Net	Community Development Pay Setup Fee - Authorize.Net

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Pay Annual Fee - Authorize.Net	Community Development Pay Annual Fee - Authorize.Net

Total Investment - Initial Term	USD 4,500.00
Annual Recurring Services (Subject to Uplift)	USD 1,500.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the

Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the

Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

• 18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer (“User”) activity,

which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party

application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-38: Amending City Code Section 405.300

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2024-38 Amending 405.300 Zoning Change Procedure

PURPOSE:

The purpose of this item is to gain the Council's authorization for the Mayor to sign an amended Section 405.300 Ordinance pertaining to the Procedure for Amendments, Special Use Permits, and Application for Abandonment or Vacation of Streets and Alleys.

BACKGROUND:

This amendment updates and streamlines the public notification portion of the ordinance to more directly reflect Missouri Revised Statute Chapter 89 and changes the publication timeline to adapt flexibility for local newspaper days.

RECOMMENDATION:

Staff recommends the authorizing the Mayor's signature.

AN ORDINANCE of the City of Neosho amending Title IV Land Use, Chapter 405 Zoning Regulations, Article IV Administration by repealing and replacing Section 405.300 Procedure for Amendments, Special Use Permits, and Applications for Abandonment or Vacation of Streets and Alleys of the Code of Ordinances to establish notice requirements for hearings pursuant to Chapter 89 RSMo.

WHEREAS, having reviewed the Code of Ordinances for the City of Neosho, the City Council has determined to set out the procedures for notice requirements involving applications for amendments to the City Zoning District Map pursuant to Chapter 89 RSMo.

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

Section 1. That Title IV, Land Use, Chapter 405 Zoning Regulations, Article IV Administration of the Code of Ordinances, Section 405.300 Procedure for Amendments, Special Use Permits, and Applications for Abandonment or Vacation of Streets and Alleys of the Code of Ordinances is repealed in its entirety replaced with a new Section 405.300 Procedure for Amendments, Special Use Permits, and Applications for Abandonment or Vacation of Streets and Alleys hereby adopted to read as follows:

“Chapter 405. Zoning Regulations”

“Section 405.300. Procedure for Amendments, Special Use Permits, and Applications for Abandonment or Vacation of Streets and Alleys.”

- A. Applications for amendment, revision or change of the Zoning District Map of Neosho may be made by any person, or his/her agent, who owns the land sought to be rezoned. If such application is made by the owner's agent, said agent shall enter upon the application the name and current mailing address of the owner. Such application shall be made upon forms prescribed by the Planning and Zoning Commission and duly filed with the City Clerk.
- B. Applications for amendment, revision or change of any of the rules, regulations or provisions of the text of the Zoning Code of Neosho, other than the Zoning District Map, or application for a special use permit, or application for vacation of streets and alleys, may be made by any interested person on forms prescribed by the Planning and Zoning Commission and duly filed with the City Clerk.
- C. A fee of fifty dollars (\$50.00), plus such sum as may be expended for publication and notice as hereinafter provided, shall accompany each application for an amendment or special use permit or application for vacation of streets and alleys. Immediately upon receipt of such application, the City Clerk shall note thereon the date of filing and make a permanent record thereof.
- D. Notice of time and place of such hearing shall be published at least once in a newspaper of local distribution not less than fifteen (15) days before such hearing in a format to provide sufficient notice as to the purpose of said hearing to give reasonable notice to all interested and/or affected person(s). Supplemental or additional notices may be published or

distributed as the Planning and Zoning Commission and/or City Council may prescribe from time to time.

- E. Upon the final hearing of such application the Planning and Zoning Commission shall approve or deny the same and a report of such action, together with a recommendation for final approval or denial shall be made by the Commission to the City Council. Where the purpose and effect of the proposed amendment is to change the zoning classification of a particular property, the Planning and Zoning Commission shall make findings based upon the evidence presented to it in each specific case with respect to the following matters:
 - 1. Relatedness of the proposed amendment to goals and outlines of the long-range physical plan of the Village.
 - 2. Existing uses of property within the general area of the property in question.
 - 3. The zoning classification of property within the general area of the property in question.
 - 4. The suitability of the property in question to the uses permitted under the existing zoning classification.
 - 5. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification.
- F. Before acting upon any application for amendment or special use permit, the City Council shall set a time and place for a hearing thereon, notice of which hearing shall be published at least one (1) time in a newspaper of general circulation in the City of Neosho, not less than fifteen (15) days prior to the date of such hearing.
- G. Recommendations for revision, or amendment of this Chapter, including the Zoning District Map, may also be made by Planning and Zoning Commission upon its own motion, for final determination by the City Council; likewise the City Council may revise, modify or amend this Chapter, including the Zoning District Map, upon its own motion; provided however, such proposed changes shall first be submitted to the Planning and Zoning Commission for recommendation and report. In either case final action thereon shall be taken only upon notice and hearing, as provided herein.
- H. In case of a protest against a change in regulations, restrictions or boundaries is duly signed and acknowledged by owners of thirty percent (30%) or more, either of the areas of the land (exclusive of streets and alleys) included in such proposed change or within an area determined by lines drawn parallel to and one hundred eighty-five (185) feet distant from the boundaries of the district proposed to be changed, such amendment shall not become effective except by the favorable vote of two-thirds (2/3) of all the members of the City Council. Provided further that as to the vacation or abandonment of streets, such vacation or abandonment shall not become effective except by favorable vote of two-thirds (2/3) of all members of the City Council, unless a consent of the persons owning two-thirds (2/3) of the property immediately adjoining thereto be obtained therefore in writing, which consent shall be acknowledged by the City Clerk and filed for record in the office of the City Clerk in said City.
- I. A signature of an owner is deemed acknowledged only if it is signed before a notary public or before the City Clerk.
- J. A signature by one (1) owner of a tenancy by the entirety is insufficient and void.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

Section 3. This Ordinance shall be effective [REDACTED], 2024.

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

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-39: Stratford - Freeman Stormwater Change Order No. 1, UNDER EMERGENCY MEASURE...1ST, 2ND AND 3RD READINGS

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2024-39 CDBG 2019-DP-07 Neosho - Ch Ord 1 - K with Jeff Asbell Cost Overrun**
 2. **CO# 1**
 3. **CHANGE ORDER 1**
-

PURPOSE:

The purpose of this item is to gain the Council's approval for the Mayor to sign Change Order No. 1 for extending Stratford-Freeman Stormwater project.

BACKGROUND:

This project is mostly funded through a MO DED CDBG grant. The original project proposal bids came in under the original estimates, leaving funds available in the grant to extend the project an additional 193 feet to the south side of Boyd Street. Previously, the Council had approved the addition to this project. This change order expends the remaining funds available in the grant by providing for the additional materials cost of \$100,653.25.

RECOMMENDATION:

City staff recommends that the Council authorizes the Mayor's signature.

AN ORDINANCE of the City of Neosho authorizing Change Order No. 1 for an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation for cost overrun in the amount of ONE HUNDRED THOUSAND SIX HUNDRED FIFTY-THREE and 25/100 Dollars (\$100,653.25) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho; and containing an emergency provision.

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

Section 1. That the City of Neosho and Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation entered an Agreement for Construction Services for the purpose of stormwater improvements in the area of Stratford Place and Freeman Road and that Change Order #1 for cost overrun in the amount of One Hundred Thousand Six Hundred Fifty-Three and 25/100 Dollars (\$100,653.25), a true and accurate copy of said Agreement and Change Order #1 being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement and Change Order #1 by and on behalf of the City of Neosho.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance for stormwater improvements is related to the immediate preservation of the public peace, property, health, safety or morals, is considered an emergency within the meaning of Section 2.18(1) of the Home Rule Charter of the City of Neosho, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED AS TO FORM:

ATTEST:

Derek Snyder, City Attorney

City Clerk

CITY SEAL



CHANGE ORDER NO. 1

May 02, 2024

Jeff Asbell Excavating & Trucking, Inc.
Attn.: Mr. Zach Compton
9400 State Hwy 171
Carl Junction, MO 64834

Re: Stratford & Freeman Road Stormwater Improvements

Dear Mr. Compton:

The following changes are hereby incorporated into your contract with the City of Neosho, for the above referenced project.

- Background: The project is being extended south from the cast in place junction box to the south side of Boyd St. This extension includes extending the 48" RCP stormwater pipe, curb & gutter, sidewalk, and additional inlets.
- Background: The 16 LF of 16" PVC water line replacement needs to be changed to 16 LF of 4" PVC water line replacement. The Neosho National Fish Hatchery has a feeder line that crosses Freeman Rd. The location and size of this line was unknown prior to bidding.
- Background: Added additional concrete and epoxy coated rebar for Vertical Thrust Blocks.
- Cost Breakdown: The Contract will be revised as follows:

<u>Item No.</u>	<u>No. of Units Add/Subtract</u>	<u>Revised Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Addition/Deletion- Dollars</u>
6	167 LF	652 LF	8" Barrier Curb & Gutter	\$47.44	\$7,922.48
9	126 SY	394 SY	Concrete Pavement Replacement (Freeman Road)	\$80.98	\$10,203.48
19	1 EA	2 EA	Type S1 Inlet (5'x3')	\$6,545.30	\$6,545.30
20	(1) EA	0 EA	Type S2 Inlet (5'x3')	(\$7,178.00)	(\$7,178.00)
21	2 EA	8 EA	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	\$3,556.37	\$7,112.74
22	2 EA	13 EA	Precast 8'x4' Curb Inlet	\$5,587.04	\$11,174.08

May 02, 2024
Change Order No. 1
City of Neosho
Page 2 of 3

25	49 LF	455 LF	15" Class III Reinforced Concrete Pipe	\$83.72	\$4,102.28
29	156 LF	187 LF	48" Class III Reinforced Concrete Pipe	\$256.09	\$39,950.04
49	16 LF	0 LF	Water Line Relocation 16" Dia.	(\$671.24)	(\$10,739.84)
59	62 SY	337 SY	5' Wide Sidewalk (4" Thick)	\$96.89	\$6,007.18
60	1 EA	3 EA	Perpendicular ADA Ramp	\$3,468.41	\$3,468.41
61	10 SF	30 SF	Truncated Domes	\$44.51	\$445.10
*64	16 LF	16 LF	Water Line Relocation 4" Dia.	\$248.13	\$3,970
*65	1 EA	1 EA	48" Safety Slope End Section	\$11,070	\$11,070
*66	5 SY	5 SY	Concrete Paved Ditch (6" Thick)	\$400	\$2,000
*67	1 LS	1 LS	Vertical Thrust Blocking	\$4,600	\$4,600
Total Addition/Subtraction					\$100,653.25

*Denotes new contract item.

Original Contract Amount	\$1,915,659.59
Change Order No. 1 Amount	\$100,653.25
REVISED CONTRACT AMOUNT	\$2,016,312.84

May 02, 2024
Change Order No. 1
City of Neosho
Page 3 of 3

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF NEOSHO

By: _____
Richard Davidson, Mayor

Date: _____

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By:   _____
Alec McDonald, E.I.

Date: 05/02/2024

APPROVED BY THE CONTRACTOR
JEFF ASBELL EXCAVATING & TRUCKING INC.

By: _____
Zach Compton

Date: _____

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\1 COVER SHEET.DWG

CITY OF NEOSHO

STRATFORD PLACE AND FREEMAN ROAD STORMWATER

IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT

(2019-DP-07) MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

NEOSHO, MISSOURI



GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION, PAVEMENT, REPAIR AND REPLACEMENT ASSOCIATED WITH INSTALLATION OF STORMWATER FACILITIES.
2. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITY WITH ALL UTILITY CO.'S AND THE CITY OF NEOSHO.
3. ALL CONSTRUCTION & EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, RIGHT-OF-WAY AND/OR WORK AREA LIMITS AS SHOWN ON DRAWING.
4. ALL TRAFFICWAYS INCLUDING DRIVEWAYS, ALLEYS AND SIDEWALKS SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
5. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE, PLACE, AND MAINTAIN ALL BARRIERS (CONES, BARRELS, ETC.) AND SAFETY PERSONNEL (FLAGMEN) AS NECESSARY FOR A SAFE WORKING ENVIRONMENT.
6. DURING ALL CONSTRUCTION ACTIVITIES, CARE SHALL BE TAKEN TO PREVENT DAMAGE TO ADJACENT STRUCTURES, BURIED PIPING, & UTILITIES. REPAIR OF ALL STRUCTURES, PIPING AND/OR UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE AT THE CONTRACTORS EXPENSE & TO THEIR ORIGINAL CONDITION.
7. ALL PAVEMENT REMOVAL LIMITS SHALL BE SAW CUT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKING REQUIRED TO COMPLETE THE PROJECT.
9. CONTRACTOR SHALL REMOVE, PRESERVE, AND REPLACE ALL SIGNS, MAILBOXES, FENCES AND THE LIKE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
10. CONTRACTOR SHALL BACKFILL, FINISH GRADE, AND RE-ESTABLISH VEGETATION IN ALL DISTURBED AREAS.
11. CONTRACTOR SHALL COORDINATE WITH POWER COMPANY AS NEEDED TO TEMPORARILY STABILIZE POLES AS NEEDED.
12. THE CITY WILL CUT DOWN ANY TREES WITHIN THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING AND DISPOSING THE STUMPS. COST FOR THIS WORK SHALL BE INCLUDED AND PAID FOR UNDER BID ITEM 1.

SPECIAL NOTES – EXISTING SEWER LINE REPLACEMENT AREAS:

1. PORTIONS OF PROPOSED REPLACEMENT SEWER ARE TO BE INSTALLED IN THE SAME TRENCH AS THE EXISTING SEWER. PROPOSED SEWER TO BE INSTALLED AS EXISTING SEWER IS REMOVED. EXISTING SEWER AND ASSOCIATED CASING, CONCRETE ENCASEMENT, ETC. SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR. SEE PLAN AND PROFILE DWG's FOR FLOW LINE ELEVATIONS.
2. UNLESS NOTED OTHERWISE ON PLAN AND PROFILE DWG.'S, PROPOSED MANHOLES TO BE INSTALLED AT THE SAME LOCATIONS OF EXISTING MANHOLES. EXISTING MANHOLES SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR.
3. IRON FITTINGS ARE THE PROPERTY OF THE CITY, CONTRACTOR SHALL SET ASIDE MISC. IRON FITTINGS FOR CITY PERSONNEL TO PICKUP.
4. IN AREAS WHERE THE EXISTING SEWER LINE OR MANHOLES ARE TO BE REMOVED AND REPLACED WITH THE EXISTING SEWER "LIVE", CONTRACTOR SHALL UTILIZE ALL METHODS, TECHNIQUES AND EQUIPMENT NECESSARY TO MAINTAIN UNRESTRICTED FLOW OF WASTEWATER DURING CONSTRUCTION. THE CONTRACTOR SHALL NOT ALLOW WASTEWATER TO OVERFLOW FROM MANHOLES OR OPEN TRENCHES ONTO THE GROUND SURFACE OR INTO WATERWAYS. ALL WASTEWATER SHALL EITHER BE DIRECTED THROUGH THE TRENCH TO THE DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE, OR AROUND THE OPEN TRENCH TO DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE BY PORTABLE, TEMPORARY PUMPING SYSTEMS.
5. CARE SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT SURFACE RUNOFF FROM ENTERING SEWER LINES VIA OPEN TRENCH EXCAVATIONS.
6. THE AMOUNT OF TRENCHING OPENED IN A DAY SHALL NOT EXCEED THE FOOTAGE OF SEWER LINE THAT CAN BE REMOVED AND REPLACED THAT DAY. NO PIPE GAPS BETWEEN SECTIONS OF EXISTING AND REPLACEMENT SEWER LINES SHALL BE ALLOWED TO REMAIN UPON COMPLETION OF A DAY'S WORK.
7. IN AREAS WHERE SEWER IS INSTALLED "LIVE", EACH MANHOLE-TO-MANHOLE SECTION OF REPLACEMENT SEWER SHALL BE INDIVIDUALLY AIR TESTED, PER SPECIFICATIONS, IMMEDIATELY UPON INSTALLATION. UPON SATISFACTORY COMPLETION OF THE AIR TEST, CONTRACTOR SHALL COMPLETE THE CONNECTION OF EXISTING SEWER MAINS CONNECTED TO THE REPLACEMENT SEWER.
8. CONTRACTOR SHALL CAMERA EXISTING MAINS THAT WILL BE REPLACED TO VERIFY ACTIVE SERVICE TAP LOCATIONS AND QUANTITY FOR RECONNECTION.
9. ALL EXISTING ACTIVE SERVICE TAPS SHALL BE RECONNECTED TO NEWLY INSTALLED SEWER MAIN UPON SATISFACTORY COMPLETION OF AIR TEST.

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ELECTRIC: SHANE SLAVENS
LIBERTY UTILITIES
OFFICE: 417-626-6889

COMMUNICATIONS: AT&T
GENE LOLLIS
OFFICE: 417-499-7819

WATER & SEWER: CITY OF NEOSHO
NATE SILER
203 E. MAIN ST.
NEOSHO, MO. 64850
OFFICE: 417-451-8071
MOBILE: 417-592-0055

MISSOURI GAS ENERGY: KEN STEGALL
520 E. 5TH
JOPLIN, MO. 64801
OFFICE: 417-626-4831
MOBILE: 314-341-0973

ADDENDUM 3



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

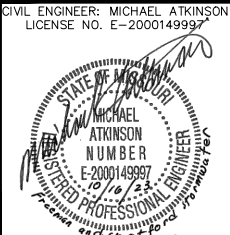
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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE	REVISION
11/30/23	ADDENDUM 3-ADDED NOTES
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

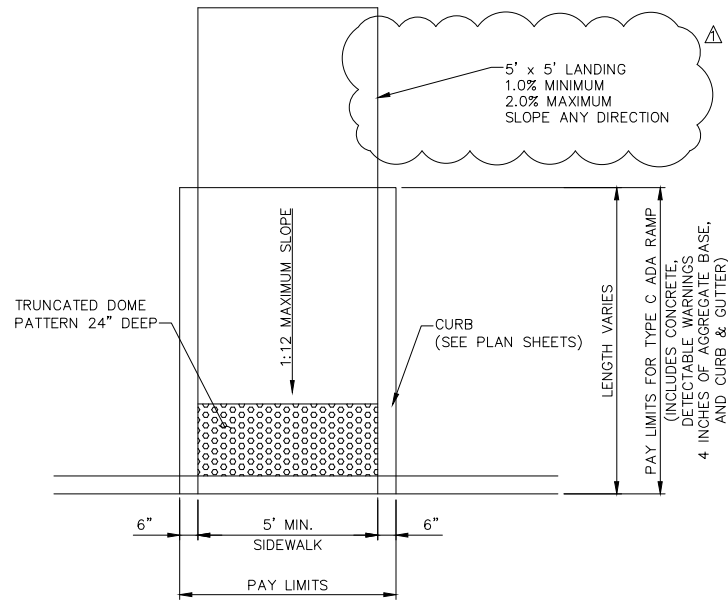
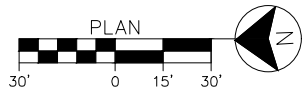
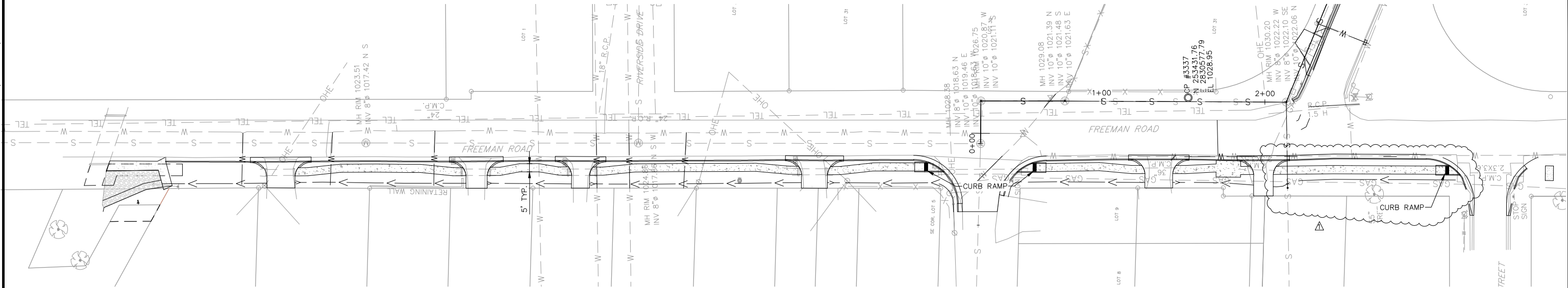
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CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

COVER SHEET
STRATFORD PLACE AND FREEMAN ROAD STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

DWG. NO.
1

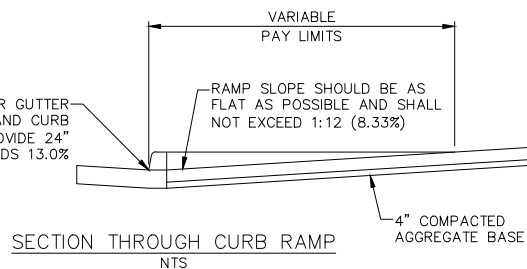


Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\14. SIDEWALK PLAN (ALTERNATE BID. A).DWG



TYPE C PERPENDICULAR CURB RAMP
NTS

ALGEBRAIC DIFFERENCE BETWEEN PAVEMENT OR GUTTER
SLOPE IN DIRECTION OF PEDESTRIAN TRAVEL AND CURB
RAMP SLOPE SHALL NOT EXCEED 13.0%. PROVIDE 24"
LEVEL LANDING IF ALGEBRAIC DIFFERENCE EXCEEDS 13.0%



GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)". EXCEPTIONS MUST BE APPROVED BY THE ENGINEER. ALL OTHER AREAS OF NON-COMPLIANCE SHALL BE REMOVED AND CORRECTED AT THE CONTRACTOR'S EXPENSE.

FINISHED SIDEWALK SHALL BE STABLE, SLIP RESISTANT AND SURFACE DOES NOT POND WATER.

SIDEWALK AND RAMP CROSS SLOPES SHALL BE A MINIMUM OF 1.0% TO FACILITATE DRAINAGE AND A MAXIMUM OF 2.0% TO BE USABLE FOR DISABLED INDIVIDUALS.

STORM WATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS LIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS DRIVEWAYS.

LANDING SHALL BE CONSTRUCTED AT THE TOP AND/OR BOTTOM OF A CURB RAMP WHEREVER A TURNING MOVEMENT OF ACCESS TO PEDESTRIAN PUSH BUTTON IS REQUIRED.

LANDINGS LOCATED IN THE ROADWAY MUST BE COMPLETELY CONTAINED WITHIN THE CROSSWALK.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH NONTRAVERSABLE) MAY BE 1V:2H OR VERTICAL.

TRANSITION FROM SIDEWALK TO GUTTER TO ROADWAY MUST BE FLUSH.

DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL BE PREFORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING SURFACE SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT, TRUNCATED DOMES SHALL SPAN THE FULL WIDTH (WITHIN 2") OF THE RAMP OR LANDING.

DETECTABLE WARNING DOMES SHALL BE ALIGNED PARALLEL TO THE SLOPE WHEN INSTALLED ON A RAMP. WHEN INSTALLED ON A LANDING OR BLEND TRANSITION. THEY SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP. LANDING OR BLENDED TRANSITION AND THE STREET.

WHEN IT IS TECHNICALLY INFEASIBLE TO CONSTRUCT 1V:2H RAMP SLOPE, WHILE ALTERING EXISTING PEDESTRIAN FACILITIES, A SLOPE BETWEEN 1V:2H AND 1V:10H IS PERMISSIBLE FOR A MAXIMUM RISE OF 6". AND A SLOPE BETWEEN 1V:10H AND 1V:8H IS PERMISSIBLE FOR A MAXIMUM RISE OF 3".

IF CONSTRUCTION OF 5' x 5' LANDING IS NOT FEASIBLE, 4' x 4' LANDING MAY BE USED.



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE	REVISION
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

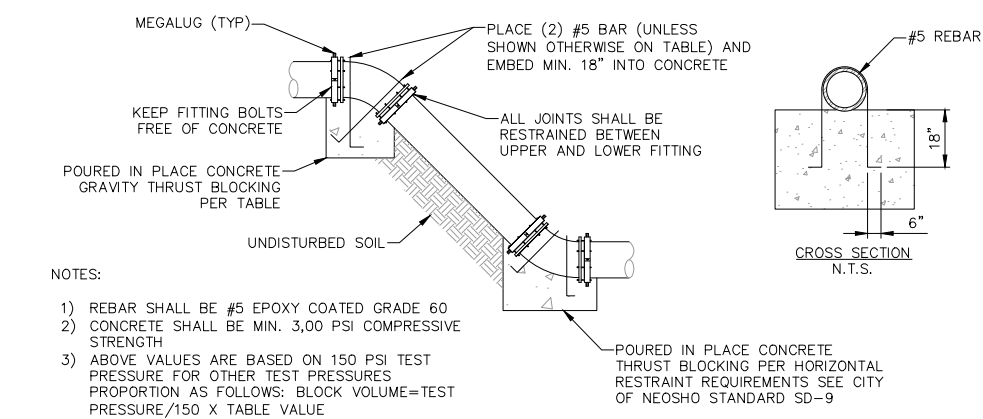
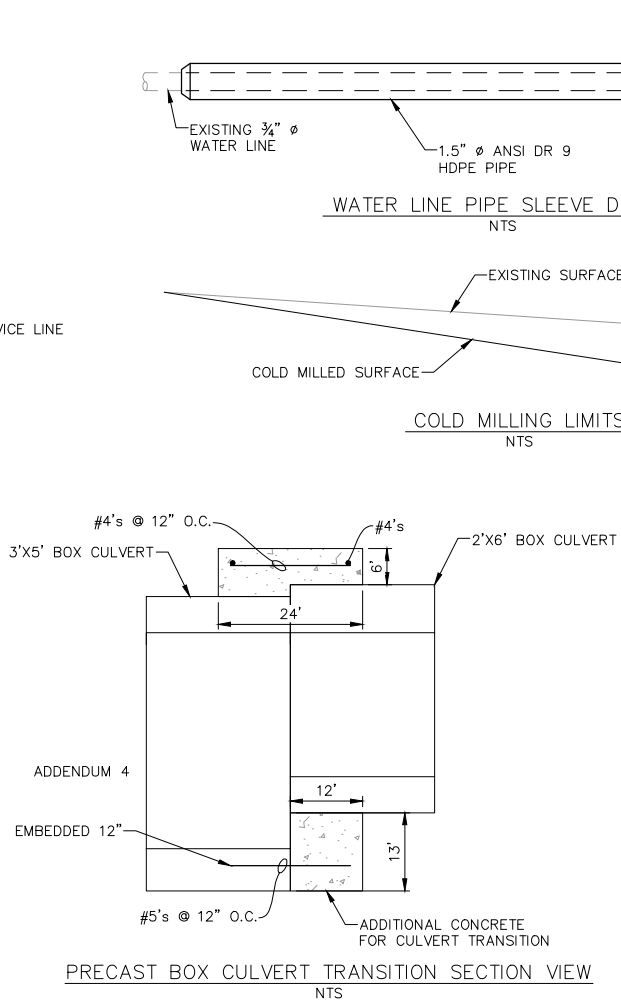
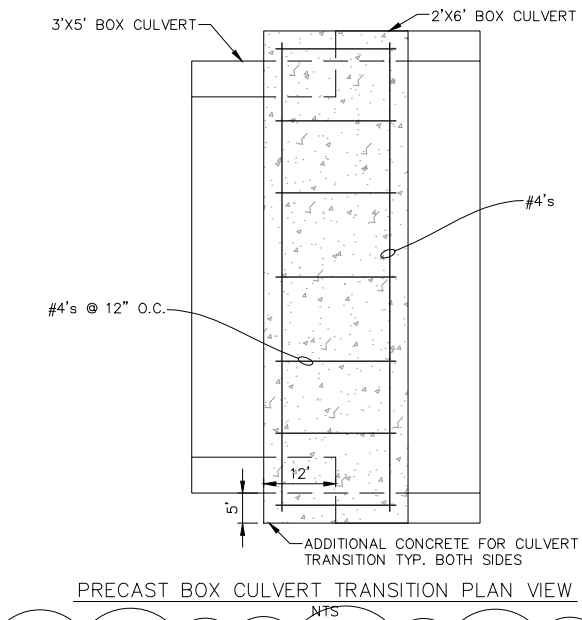
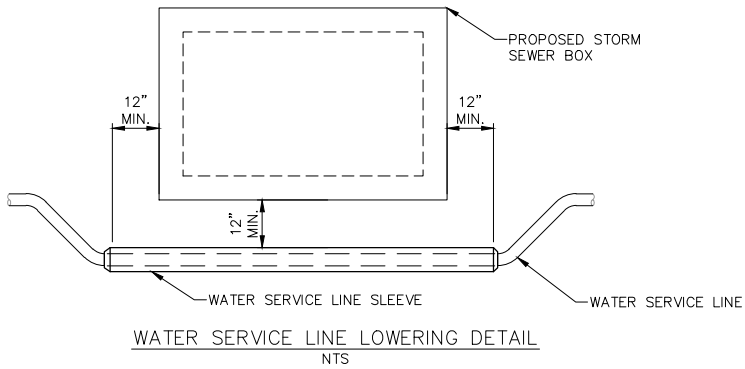
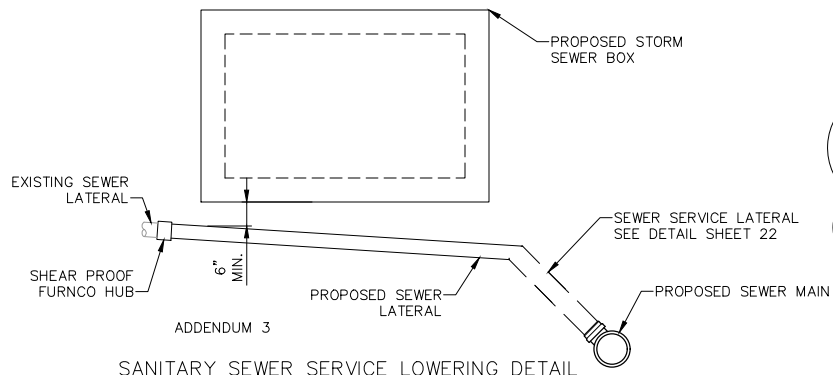
SIDEWALK PLAN (ALTERNATE BID A)
CITY OF NEOSHO
NEOSHO, MISSOURI

DWG. NO.

14

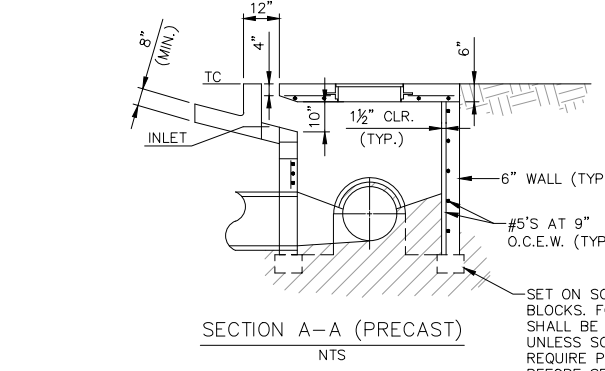
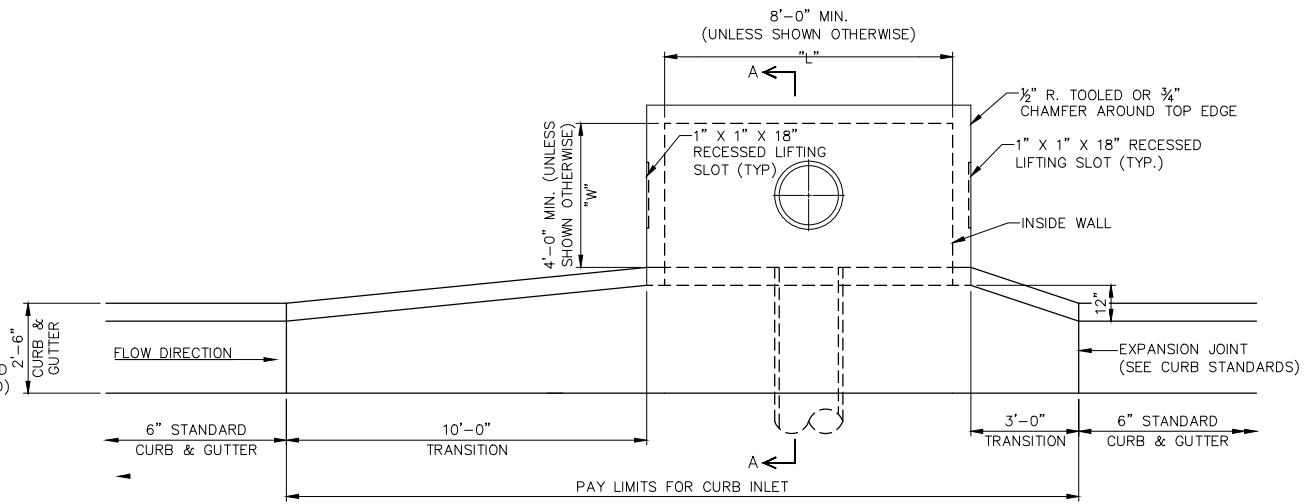
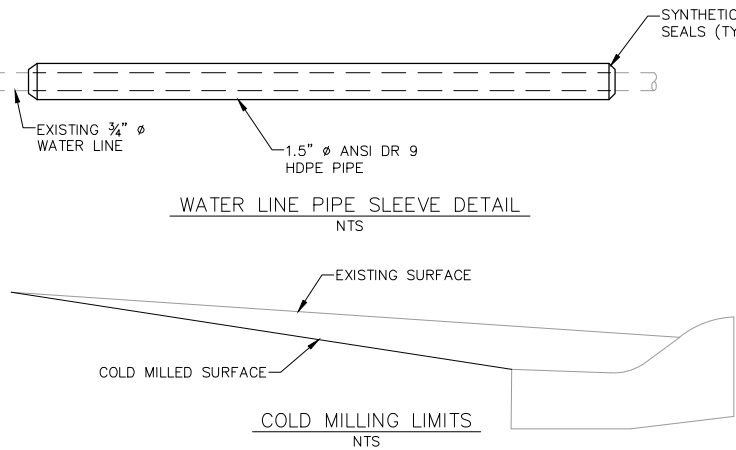
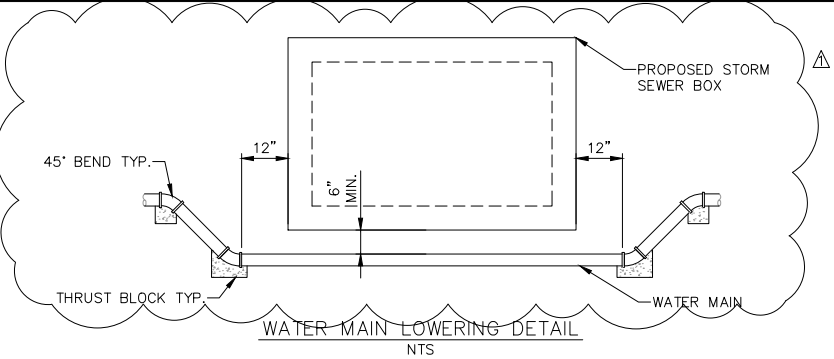
CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997



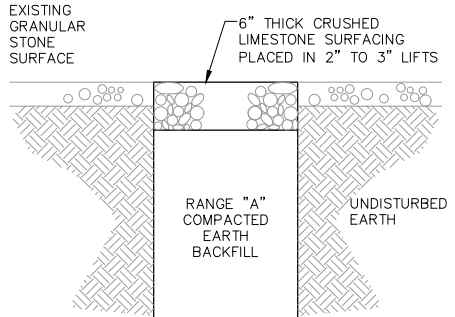


CONCRETE THRUST BLOCK VOLUME REQUIREMENTS FOR VERTICAL DOWN BENDS (CY)				
FITTING SIZE (IN)	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4	0.7	0.5	0.3	0.1
6	1.6	1.1	0.6	0.3
8	2.8	2	1.1	0.6
10	4.4	3.1	1.7	0.9
12	6.4	4.5	2.4	1.2
16	11.3	8	4.3	2.2
20	17.7	12.5	6.8	3.4
24	25.4	18.0	9.7	5

AREAS ARE BASED ON A WORKING PRESSURE OF 150 P.S.I.
AND A SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT.



- GENERAL NOTES:
- FLOOR OF INLET SHALL BE SHAPED WITH INVERT TO PROVIDE SMOOTH FLOW.
 - BEVEL ALL EXPOSED EDGES WITH 3/4" CHAMFER OR 1/2" TOOLED EDGE.
 - THE SUM OF "L" & "W" SHALL NOT EXCEED 14' WITHOUT SPECIAL DESIGN. (SEE PROJECT PLANS FOR DETAILS.)
 - RING & COVER TO BE DEETER #1157 OR APPROVED EQUAL.
 - INLET FRAME TO BE GALVANIZED STEEL AS MANUFACTURED BY SHAWNEE STEEL OR APPROVED EQUAL.

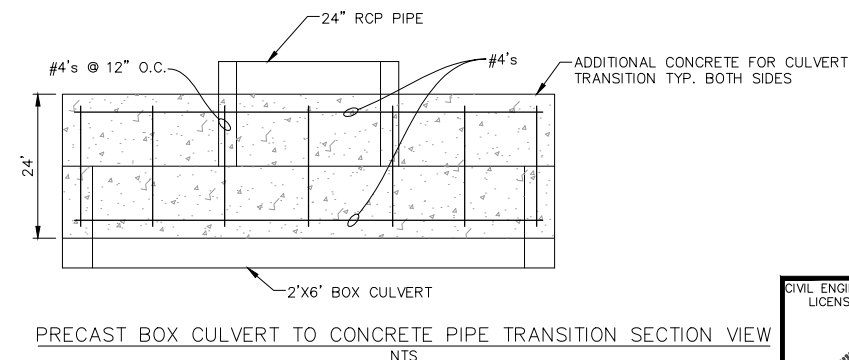
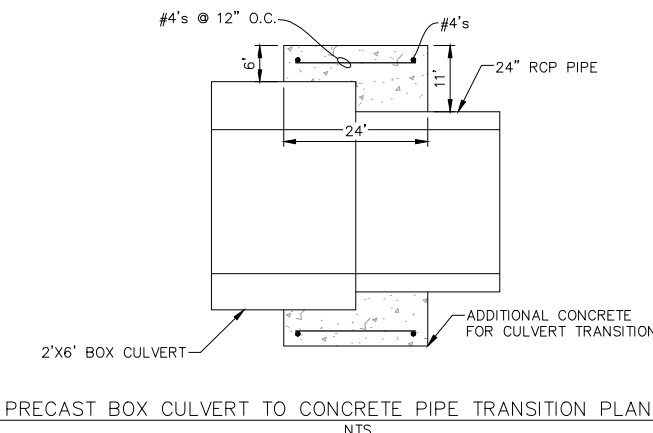
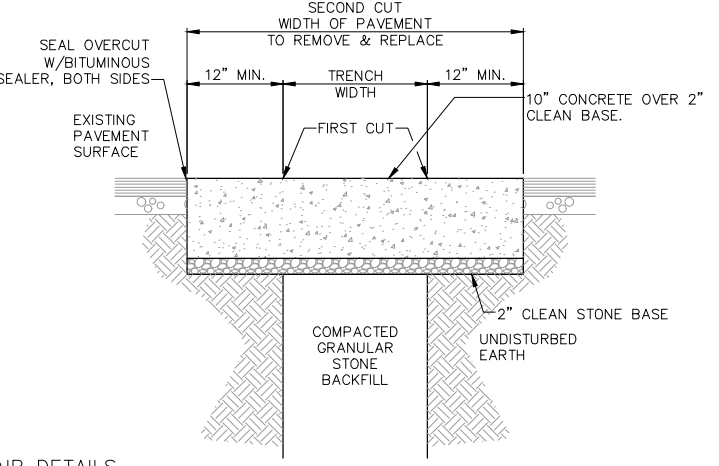


NOTES

WIDTH OF PAVEMENT REPAIR AREAS FOR ASPHALT & CONCRETE SHALL BE AS SHOWN ON THE PLANS. ANY ADDITIONAL WIDTH OF REPAIR SHALL BE AT THE CONTRACTORS EXPENSE & CONSIDERED INCIDENTAL OR AS APPROVED BY THE ENGINEER.

PAVEMENT SHALL BE REMOVED AT THE TRENCH WIDTH AFTER THE FIRST CUT WITHOUT DAMAGE TO ADJACENT PAVEMENT.

AFTER TRENCH IS PROPERLY BACKFILLED, PAVEMENT SHALL BE CUT AND REMOVED AN ADDITIONAL 9" TO 12" ON EACH SIDE OF THE FIRST SAW CUT, AS SHOWN. THE SECOND CUT SHALL BE SAWN TO FULL DEPTH OF THE EXISTING SURFACE.



ALLGEIER, MARTIN and ASSOCIATES, INC.
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MISSOURI NO. 000427

DATE	REVISION
12/05/23	ADDENDUM 4-ADDED REINFORCEMENT
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

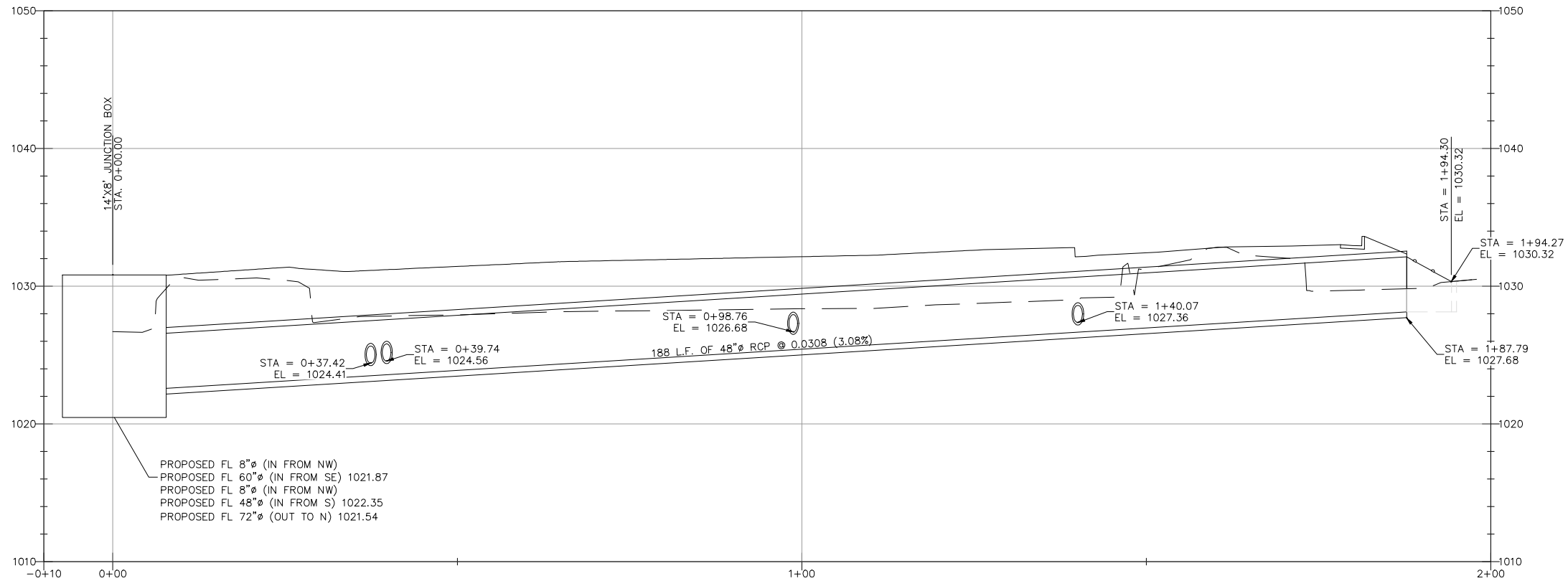
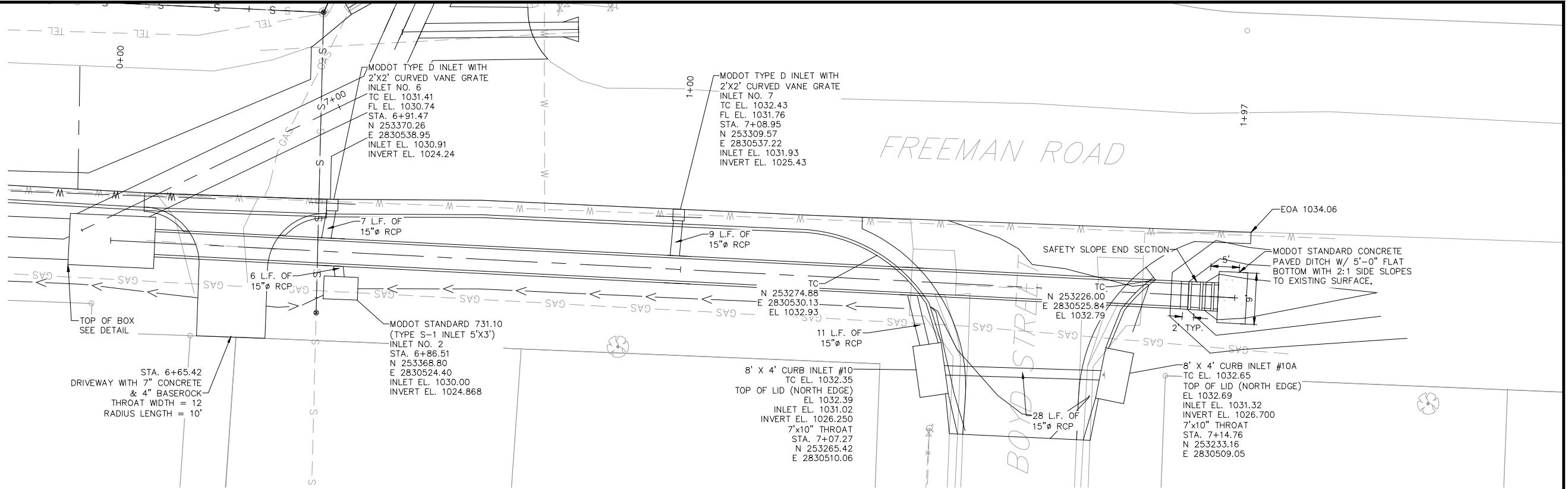
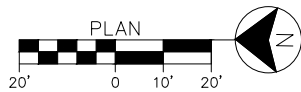
STANDARD CONSTRUCTION DETAILS
STRAITFORD PLACE AND FREEMAN ROAD STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

DWG. NO.
21

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997

STATE OF MISSOURI
MICHAEL ATKINSON
E-2000149997
REGISTERED PROFESSIONAL ENGINEER

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\24. STORMWATER PLAN & PROFILE (BOYD ST.).DWG



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MISSOURI NO. 000427

DATE	REVISION
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

STORMWATER PLAN & PROFILE (BOYD ST.)
CITY OF NEOSHO
NEOSHO, MISSOURI

DWG. NO.

24

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997
STATE OF MISSOURI
MICHAEL ATKINSON
E-2000149997
REGISTERED PROFESSIONAL ENGINEER
Professional Seal

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\1 COVER SHEET.DWG

CITY OF NEOSHO

STRATFORD PLACE AND FREEMAN ROAD STORMWATER

IMPROVEMENTS COMMUNITY DEVELOPMENT BLOCK GRANT

(2019-DP-07) MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

NEOSHO, MISSOURI



GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION, PAVEMENT, REPAIR AND REPLACEMENT ASSOCIATED WITH INSTALLATION OF STORMWATER FACILITIES.
2. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITY WITH ALL UTILITY CO.'S AND THE CITY OF NEOSHO.
3. ALL CONSTRUCTION & EXCAVATION ACTIVITIES SHALL BE CONFINED TO EASEMENTS, RIGHT-OF-WAY AND/OR WORK AREA LIMITS AS SHOWN ON DRAWING.
4. ALL TRAFFICWAYS INCLUDING DRIVEWAYS, ALLEYS AND SIDEWALKS SHALL REMAIN ACCESSIBLE TO RESIDENTIAL AND EMERGENCY VEHICLES DURING PROJECT DURATION.
5. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE, PLACE, AND MAINTAIN ALL BARRIERS (CONES, BARRELS, ETC.) AND SAFETY PERSONNEL (FLAGMEN) AS NECESSARY FOR A SAFE WORKING ENVIRONMENT.
6. DURING ALL CONSTRUCTION ACTIVITIES, CARE SHALL BE TAKEN TO PREVENT DAMAGE TO ADJACENT STRUCTURES, BURIED PIPING, & UTILITIES. REPAIR OF ALL STRUCTURES, PIPING AND/OR UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE AT THE CONTRACTORS EXPENSE & TO THEIR ORIGINAL CONDITION.
7. ALL PAVEMENT REMOVAL LIMITS SHALL BE SAW CUT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINE AND GRADE STAKING REQUIRED TO COMPLETE THE PROJECT.
9. CONTRACTOR SHALL REMOVE, PRESERVE, AND REPLACE ALL SIGNS, MAILBOXES, FENCES AND THE LIKE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
10. CONTRACTOR SHALL BACKFILL, FINISH GRADE, AND RE-ESTABLISH VEGETATION IN ALL DISTURBED AREAS.
11. CONTRACTOR SHALL COORDINATE WITH POWER COMPANY AS NEEDED TO TEMPORARILY STABILIZE POLES AS NEEDED.
12. THE CITY WILL CUT DOWN ANY TREES WITHIN THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING AND DISPOSING THE STUMPS. COST FOR THIS WORK SHALL BE INCLUDED AND PAID FOR UNDER BID ITEM 1.

SPECIAL NOTES -- EXISTING SEWER LINE REPLACEMENT AREAS:

1. PORTIONS OF PROPOSED REPLACEMENT SEWER ARE TO BE INSTALLED IN THE SAME TRENCH AS THE EXISTING SEWER. PROPOSED SEWER TO BE INSTALLED AS EXISTING SEWER IS REMOVED. EXISTING SEWER AND ASSOCIATED CASING, CONCRETE ENCASEMENT, ETC. SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR. SEE PLAN AND PROFILE DWG's FOR FLOW LINE ELEVATIONS.
2. UNLESS NOTED OTHERWISE ON PLAN AND PROFILE DWG.'S, PROPOSED MANHOLES TO BE INSTALLED AT THE SAME LOCATIONS OF EXISTING MANHOLES. EXISTING MANHOLES SHALL BE REMOVED AND DISPOSED OF OFF SITE BY CONTRACTOR.
3. IRON FITTINGS ARE THE PROPERTY OF THE CITY, CONTRACTOR SHALL SET ASIDE MISC. IRON FITTINGS FOR CITY PERSONNEL TO PICKUP.
4. IN AREAS WHERE THE EXISTING SEWER LINE OR MANHOLES ARE TO BE REMOVED AND REPLACED WITH THE EXISTING SEWER "LIVE", CONTRACTOR SHALL UTILIZE ALL METHODS, TECHNIQUES AND EQUIPMENT NECESSARY TO MAINTAIN UNRESTRICTED FLOW OF WASTEWATER DURING CONSTRUCTION. THE CONTRACTOR SHALL NOT ALLOW WASTEWATER TO OVERFLOW FROM MANHOLES OR OPEN TRENCHES ONTO THE GROUND SURFACE OR INTO WATERWAYS. ALL WASTEWATER SHALL EITHER BE DIRECTED THROUGH THE TRENCH TO THE DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE, OR AROUND THE OPEN TRENCH TO DOWNSTREAM SECTIONS OF THE COMPLETED REPLACEMENT SEWER LINE BY PORTABLE, TEMPORARY PUMPING SYSTEMS.
5. CARE SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT SURFACE RUNOFF FROM ENTERING SEWER LINES VIA OPEN TRENCH EXCAVATIONS.
6. THE AMOUNT OF TRENCHING OPENED IN A DAY SHALL NOT EXCEED THE FOOTAGE OF SEWER LINE THAT CAN BE REMOVED AND REPLACED THAT DAY. NO PIPE GAPS BETWEEN SECTIONS OF EXISTING AND REPLACEMENT SEWER LINES SHALL BE ALLOWED TO REMAIN UPON COMPLETION OF A DAY'S WORK.
7. IN AREAS WHERE SEWER IS INSTALLED "LIVE", EACH MANHOLE-TO-MANHOLE SECTION OF REPLACEMENT SEWER SHALL BE INDIVIDUALLY AIR TESTED, PER SPECIFICATIONS, IMMEDIATELY UPON INSTALLATION. UPON SATISFACTORY COMPLETION OF THE AIR TEST, CONTRACTOR SHALL COMPLETE THE CONNECTION OF EXISTING SEWER MAINS CONNECTED TO THE REPLACEMENT SEWER.
8. CONTRACTOR SHALL CAMERA EXISTING MAINS THAT WILL BE REPLACED TO VERIFY ACTIVE SERVICE TAP LOCATIONS AND QUANTITY FOR RECONNECTION.
9. ALL EXISTING ACTIVE SERVICE TAPS SHALL BE RECONNECTED TO NEWLY INSTALLED SEWER MAIN UPON SATISFACTORY COMPLETION OF AIR TEST.

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ELECTRIC: SHANE SLAVENS
LIBERTY UTILITIES
OFFICE: 417-626-6889

COMMUNICATIONS: AT&T
GENE LOLLIS
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WATER & SEWER: CITY OF NEOSHO
NATE SILER
203 E. MAIN ST.
NEOSHO, MO. 64850
OFFICE: 417-451-8071
MOBILE: 417-592-0055

MISSOURI GAS ENERGY: KEN STEGALL
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ADDENDUM 3



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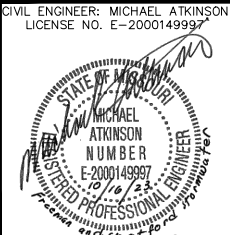
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DATE	REVISION
11/30/23	ADDENDUM 3-ADDED NOTES
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AWW
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

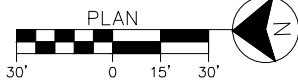
COVER SHEET
STRATFORD PLACE AND FREEMAN ROAD STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

DWG. NO.
1



NEOSHO, MISSOURI STRATFORD PLACE AND FREEMAN ROAD STORMWATER IMPROVEMENTS

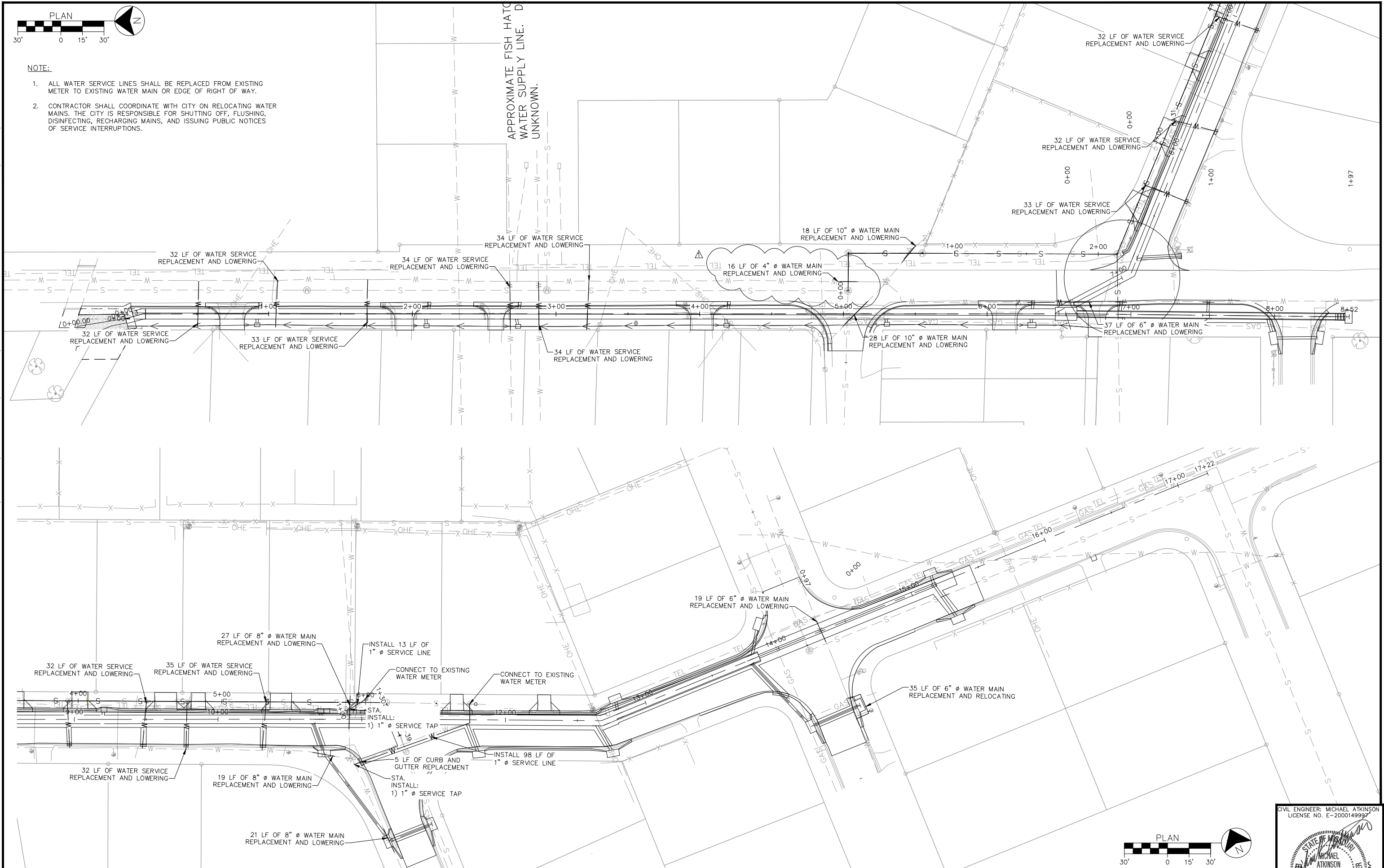
Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\13 WATERLINE RELOCATION PLAN.DWG



NOTE:

1. ALL WATER SERVICE LINES SHALL BE REPLACED FROM EXISTING METER TO EXISTING WATER MAIN OR EDGE OF RIGHT OF WAY.
2. CONTRACTOR SHALL COORDINATE WITH CITY ON RELOCATING WATER MAINS. THE CITY IS RESPONSIBLE FOR SHUTTING OFF, FLUSHING, DISINFECTING, RECHARGING MAINS, AND ISSUING PUBLIC NOTICES OF SERVICE INTERRUPTIONS.

APPROXIMATE FISH HATCH WATER SUPPLY LINE. UNKNOWN.



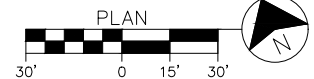
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DATE	REVISION
05/02/24	CHANGE ORDER 1-W.L. RELOCATION

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APPD. BY: MRA
DATE: 10/16/2023

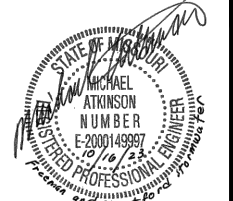
WATERLINE RELOCATION PLAN
CITY OF NEOSHO
NEOSHO, MISSOURI



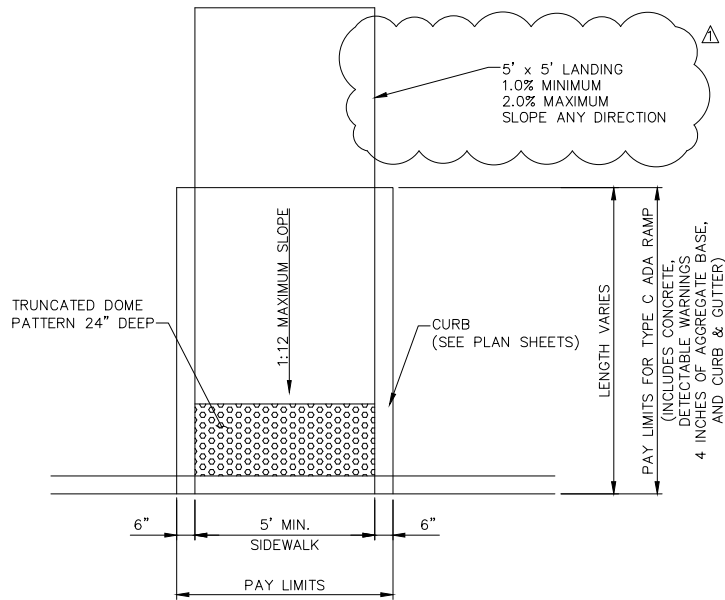
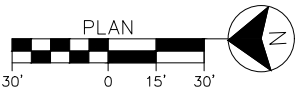
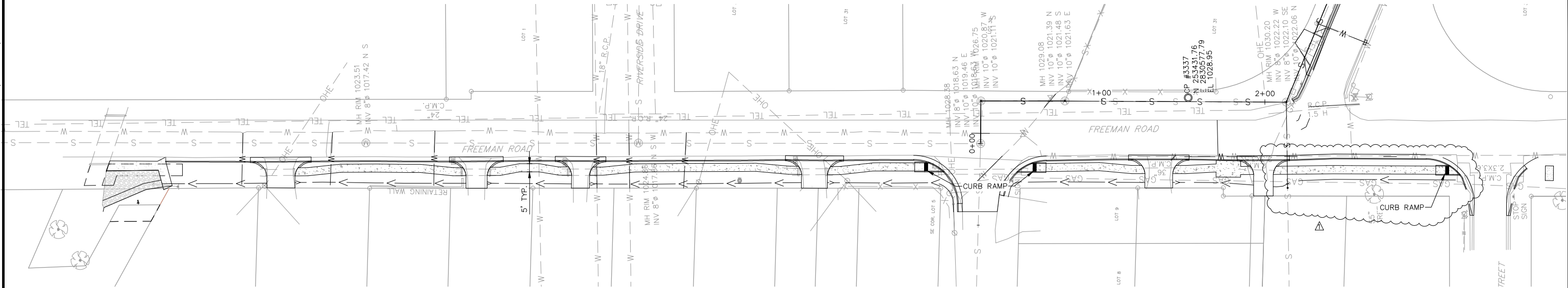
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13

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997

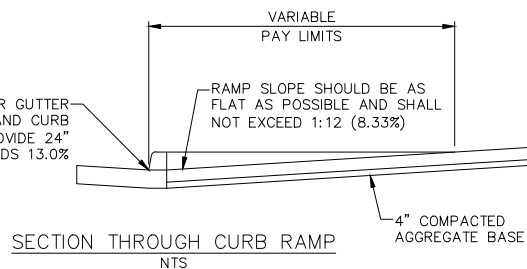


Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\14. SIDEWALK PLAN (ALTERNATE BID A).DWG



TYPE C PERPENDICULAR CURB RAMP
NTS

ALGEBRAIC DIFFERENCE BETWEEN PAVEMENT OR GUTTER
SLOPE IN DIRECTION OF PEDESTRIAN TRAVEL AND CURB
RAMP SLOPE SHALL NOT EXCEED 13.0%. PROVIDE 24"
LEVEL LANDING IF ALGEBRAIC DIFFERENCE EXCEEDS 13.0%



SECTION THROUGH CURB RAMP
NTS

GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)". EXCEPTIONS MUST BE APPROVED BY THE ENGINEER. ALL OTHER AREAS OF NON-COMPLIANCE SHALL BE REMOVED AND CORRECTED AT THE CONTRACTOR'S EXPENSE.

FINISHED SIDEWALK SHALL BE STABLE, SLIP RESISTANT AND SURFACE DOES NOT POND WATER.

SIDEWALK AND RAMP CROSS SLOPES SHALL BE A MINIMUM OF 1.0% TO FACILITATE DRAINAGE AND A MAXIMUM OF 2.0% TO BE USABLE FOR DISABLED INDIVIDUALS.

STORM WATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS LIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS DRIVEWAYS.

LANDING SHALL BE CONSTRUCTED AT THE TOP AND/OR BOTTOM OF A CURB RAMP WHEREVER A TURNING MOVEMENT OF ACCESS TO PEDESTRIAN PUSH BUTTON IS REQUIRED.

LANDINGS LOCATED IN THE ROADWAY MUST BE COMPLETELY CONTAINED WITHIN THE CROSSWALK.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH NONTRAVERSABLE) MAY BE 1V:2H OR VERTICAL.

TRANSITION FROM SIDEWALK TO GUTTER TO ROADWAY MUST BE FLUSH.

DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL BE PREFORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING SURFACE SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT, TRUNCATED DOMES SHALL SPAN THE FULL WIDTH (WITHIN 2") OF THE RAMP OR LANDING.

DETECTABLE WARNING DOMES SHALL BE ALIGNED PARALLEL TO THE SLOPE WHEN INSTALLED ON A RAMP. WHEN INSTALLED ON A LANDING OR BLEND TRANSITION. THEY SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP. LANDING OR BLENDED TRANSITION AND THE STREET.

WHEN IT IS TECHNICALLY INFEASIBLE TO CONSTRUCT 1V:2H RAMP SLOPE, WHILE ALTERING EXISTING PEDESTRIAN FACILITIES, A SLOPE BETWEEN 1V:2H AND 1V:10H IS PERMISSIBLE FOR A MAXIMUM RISE OF 6". AND A SLOPE BETWEEN 1V:10H AND 1V:8H IS PERMISSIBLE FOR A MAXIMUM RISE OF 3".

IF CONSTRUCTION OF 5' x 5' LANDING IS NOT FEASIBLE, 4' x 4' LANDING MAY BE USED.



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05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
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APPD. BY: MRA
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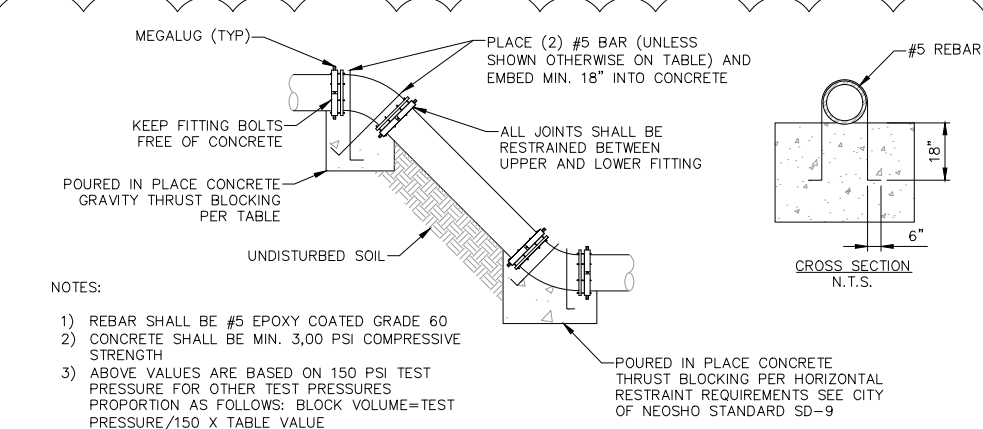
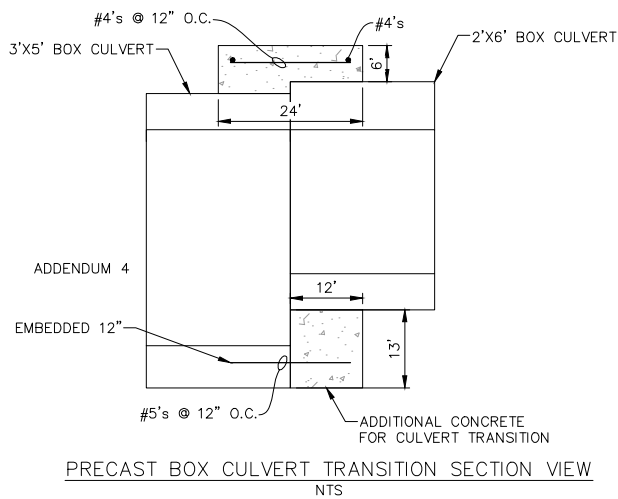
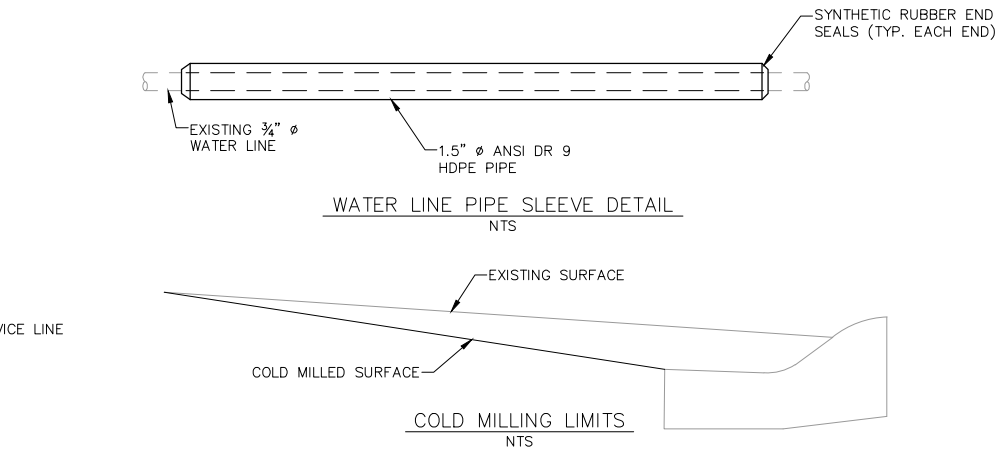
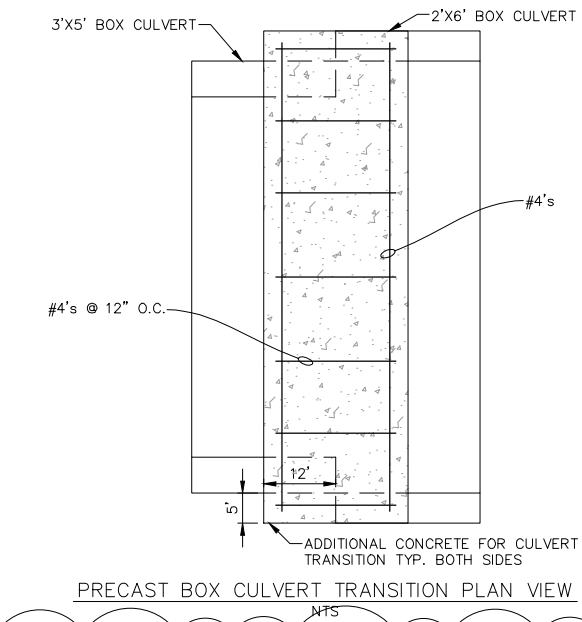
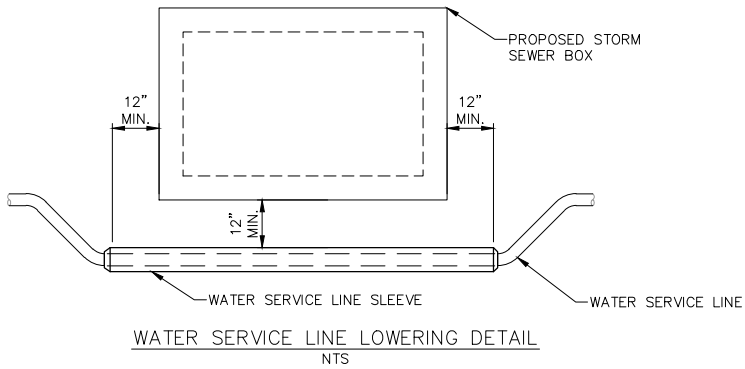
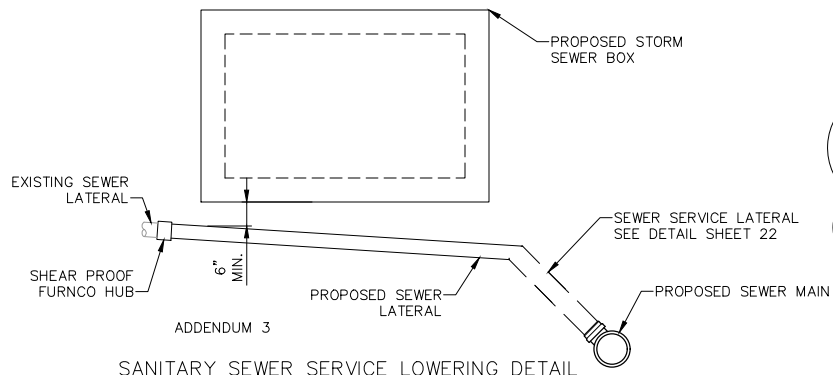
SIDEWALK PLAN (ALTERNATE BID A)
CITY OF NEOSHO
NEOSHO, MISSOURI

DWG. NO.

14

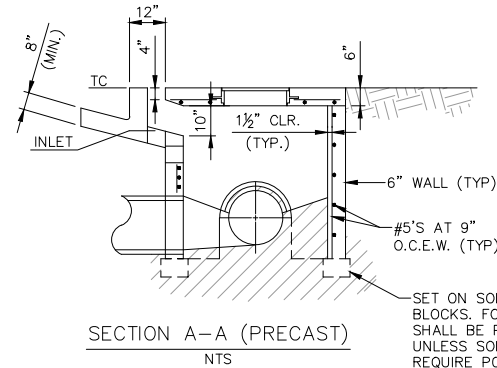
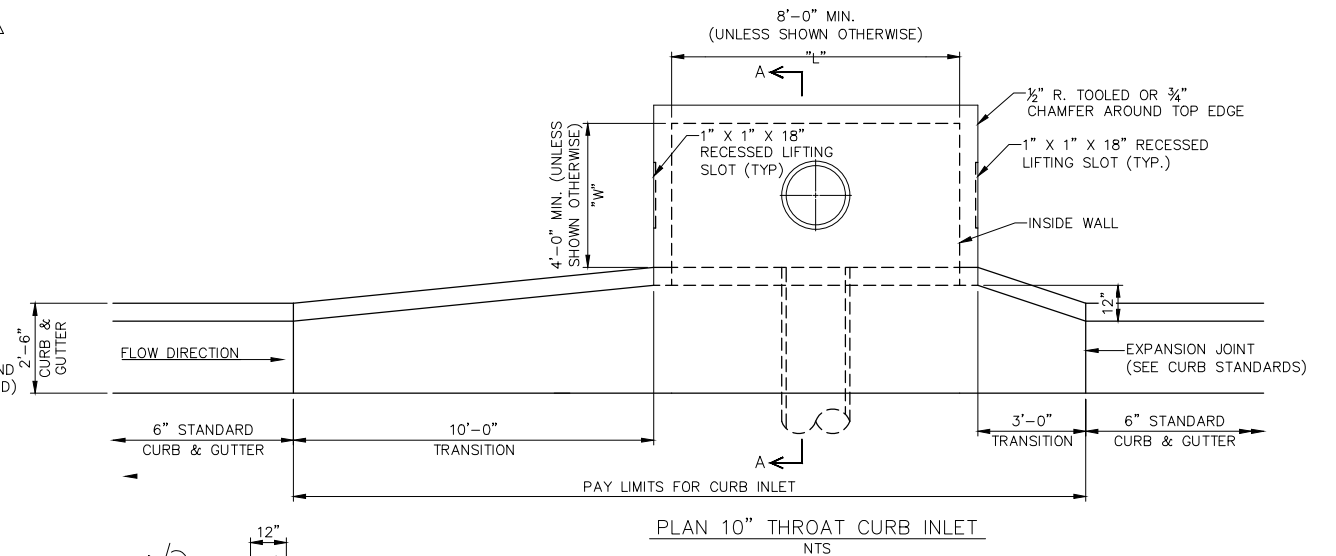
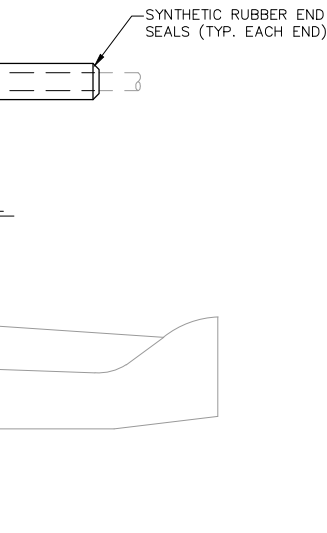
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LICENSE NO. E-2000149997



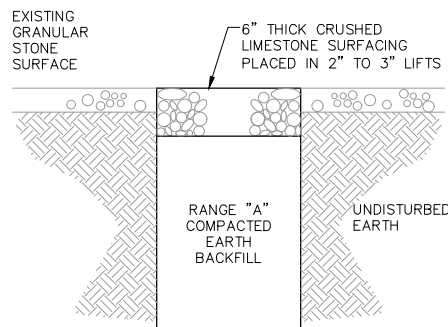


CONCRETE THRUST BLOCK VOLUME REQUIREMENTS FOR VERTICAL DOWN BENDS (CY)				
FITTING SIZE (IN)	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4	0.7	0.5	0.3	0.1
6	1.6	1.1	0.6	0.3
8	2.8	2	1.1	0.6
10	4.4	3.1	1.7	0.9
12	6.4	4.5	2.4	1.2
16	11.3	8	4.3	2.2
20	17.7	12.5	6.8	3.4
24	25.4	18.0	9.7	5

AREAS ARE BASED ON A WORKING PRESSURE OF 150 P.S.I.
AND A SOIL RESISTANCE OF 2,000 POUNDS PER SQUARE FOOT.



- GENERAL NOTES:
- FLOOR OF INLET SHALL BE SHAPED WITH INVERT TO PROVIDE SMOOTH FLOW.
 - BEVEL ALL EXPOSED EDGES WITH 3/4" CHAMFER OR 1/2" TOOLED EDGE.
 - THE SUM OF "L" & "W" SHALL NOT EXCEED 14' WITHOUT SPECIAL DESIGN. (SEE PROJECT PLANS FOR DETAILS.)
 - RING & COVER TO BE DEETER #1157 OR APPROVED EQUAL.
 - INLET FRAME TO BE GALVANIZED STEEL AS MANUFACTURED BY SHAWNEE STEEL OR APPROVED EQUAL.

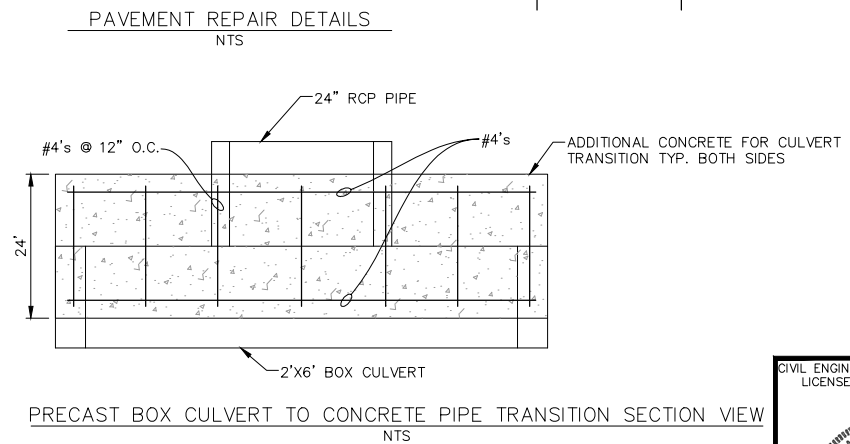
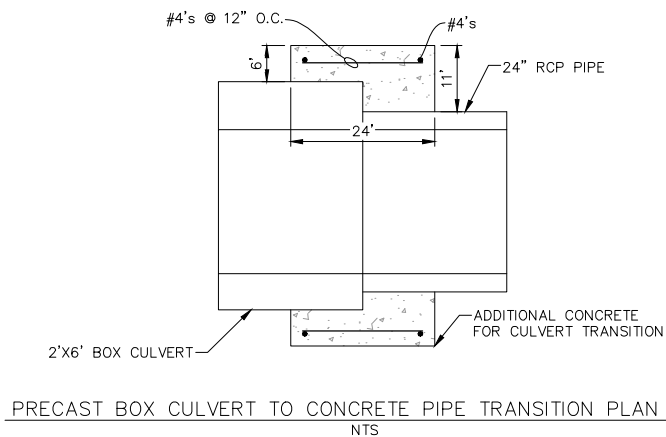


NOTES

WIDTH OF PAVEMENT REPAIR AREAS FOR ASPHALT & CONCRETE SHALL BE AS SHOWN ON THE PLANS. ANY ADDITIONAL WIDTH OF REPAIR SHALL BE AT THE CONTRACTOR'S EXPENSE & CONSIDERED INCIDENTAL OR AS APPROVED BY THE ENGINEER.

PAVEMENT SHALL BE REMOVED AT THE TRENCH WIDTH AFTER THE FIRST CUT WITHOUT DAMAGE TO ADJACENT PAVEMENT.

AFTER TRENCH IS PROPERLY BACKFILLED, PAVEMENT SHALL BE CUT AND REMOVED AN ADDITIONAL 9" TO 12" ON EACH SIDE OF THE FIRST SAW CUT, AS SHOWN. THE SECOND CUT SHALL BE SAWN TO FULL DEPTH OF THE EXISTING SURFACE.



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE
AND IS THE PROPERTY OF ALLGEIER, MARTIN
AND ASSOCIATES, INC. THIS DOCUMENT SHALL
NOT BE USED ON THIS OR OTHER PROJECTS
WITHOUT THE WRITTEN CONSENT OF
ALLGEIER, MARTIN AND ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE: 12/05/23
REVISION: ADDENDUM 4-ADDED REINFORCEMENT
05/02/24 CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

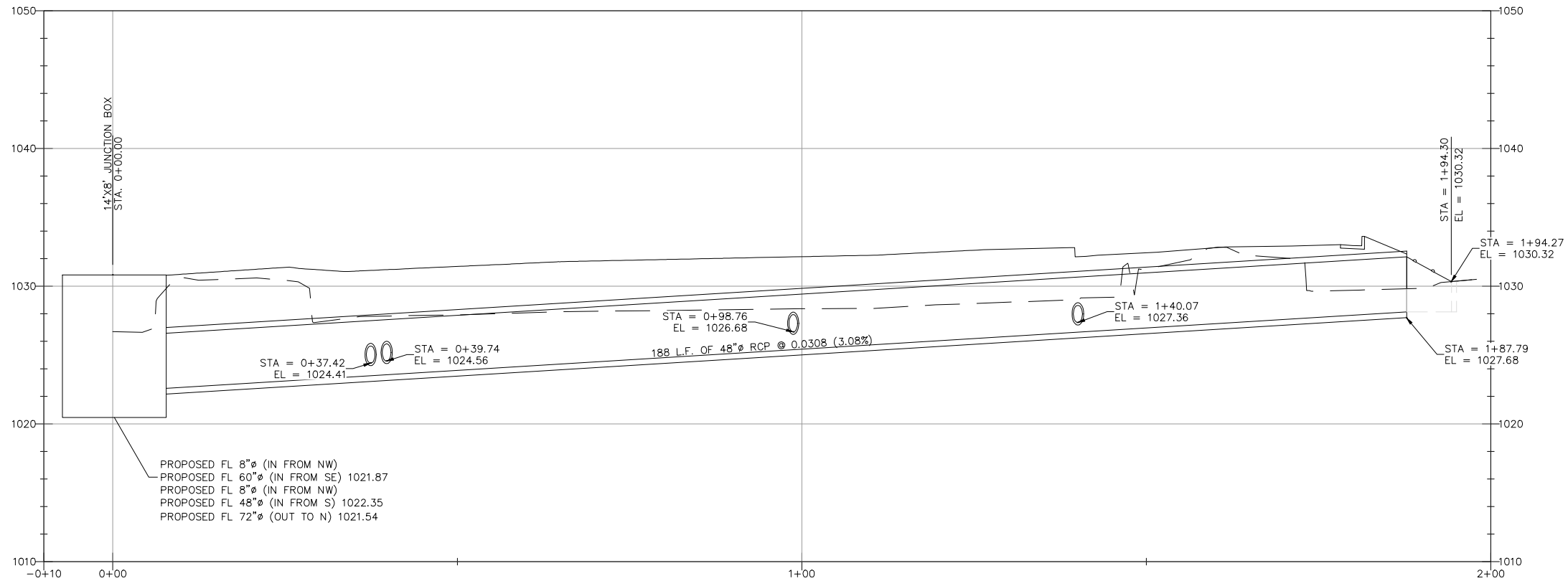
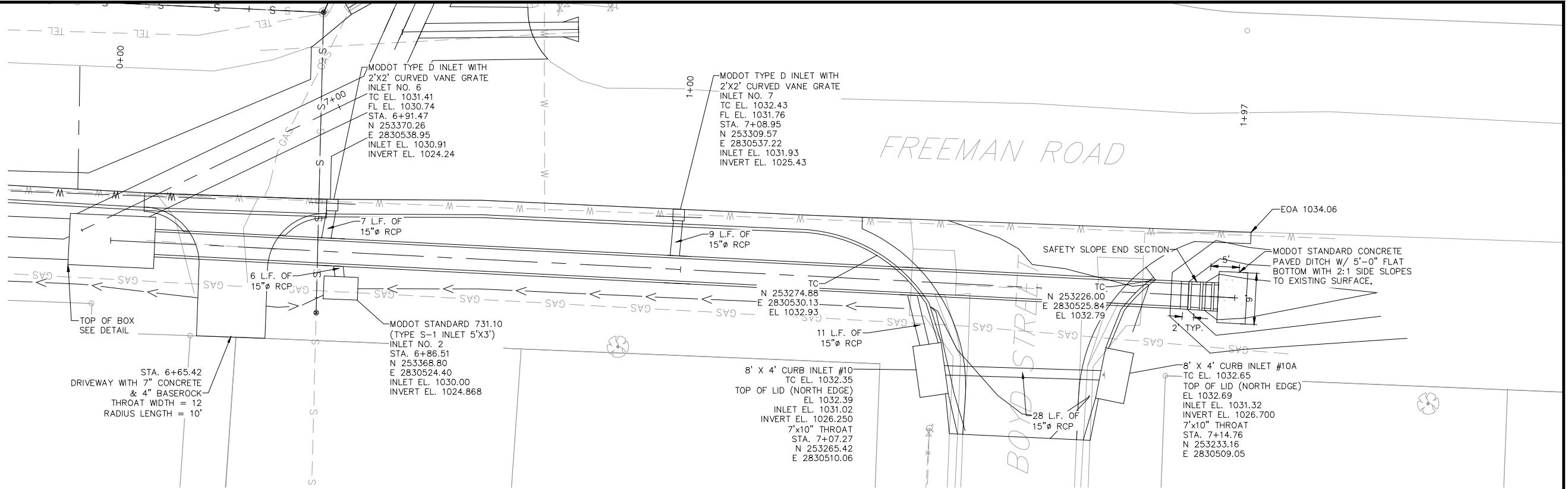
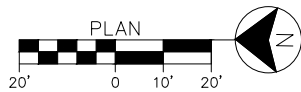
STANDARD CONSTRUCTION DETAILS
STRAITFORD PLACE AND FREEMAN ROAD STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI

DWG. NO.
21

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997

STATE OF MISSOURI
MICHAEL ATKINSON
E-2000149997
REGISTERED PROFESSIONAL ENGINEER

Z:\NEOSHO MO\CITY OF NEOSHO\STORMWATER\STRATFORD AND FREEMAN RD. STORM IMPROVEMENTS\DRAWINGS\24. STORMWATER PLAN & PROFILE (BOYD ST.).DWG



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CONSULTING ENGINEERS and SURVEYORS
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ALLGEIER, MARTIN and ASSOCIATES, INC.
CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

DATE	REVISION
05/02/24	CHANGE ORDER 1-BOYD EXTENSION

DWN. BY: AJM
CKD. BY: AJM/MRA
APPD. BY: MRA
DATE: 10/16/2023

STORMWATER PLAN & PROFILE (BOYD ST.)
CITY OF NEOSHO
NEOSHO, MISSOURI

DWG. NO.

24

CIVIL ENGINEER: MICHAEL ATKINSON
LICENSE NO. E-2000149997





CHANGE ORDER NO. 1

May 02, 2024

Jeff Asbell Excavating & Trucking, Inc.
Attn.: Mr. Zach Compton
9400 State Hwy 171
Carl Junction, MO 64834

Re: Stratford & Freeman Road Stormwater Improvements

Dear Mr. Compton:

The following changes are hereby incorporated into your contract with the City of Neosho, for the above referenced project.

- Background: The project is being extended south from the cast in place junction box to the south side of Boyd St. This extension includes extending the 48" RCP stormwater pipe, curb & gutter, sidewalk, and additional inlets.
- Background: The 16 LF of 16" PVC water line replacement needs to be changed to 16 LF of 4" PVC water line replacement. The Neosho National Fish Hatchery has a feeder line that crosses Freeman Rd. The location and size of this line was unknown prior to bidding.
- Background: Added additional concrete and epoxy coated rebar for Vertical Thrust Blocks.
- Cost Breakdown: The Contract will be revised as follows:

<u>Item No.</u>	<u>No. of Units Add/Subtract</u>	<u>Revised Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Addition/Deletion- Dollars</u>
6	167 LF	652 LF	8" Barrier Curb & Gutter	\$47.44	\$7,922.48
9	126 SY	394 SY	Concrete Pavement Replacement (Freeman Road)	\$80.98	\$10,203.48
19	1 EA	2 EA	Type S1 Inlet (5'x3')	\$6,545.30	\$6,545.30
20	(1) EA	0 EA	Type S2 Inlet (5'x3')	(\$7,178.00)	(\$7,178.00)
21	2 EA	8 EA	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	\$3,556.37	\$7,112.74
22	2 EA	13 EA	Precast 8'x4' Curb Inlet	\$5,587.04	\$11,174.08

May 02, 2024
Change Order No. 1
City of Neosho
Page 2 of 3

25	49 LF	455 LF	15" Class III Reinforced Concrete Pipe	\$83.72	\$4,102.28
29	156 LF	187 LF	48" Class III Reinforced Concrete Pipe	\$256.09	\$39,950.04
49	16 LF	0 LF	Water Line Relocation 16" Dia.	(\$671.24)	(\$10,739.84)
59	62 SY	337 SY	5' Wide Sidewalk (4" Thick)	\$96.89	\$6,007.18
60	1 EA	3 EA	Perpendicular ADA Ramp	\$3,468.41	\$3,468.41
61	10 SF	30 SF	Truncated Domes	\$44.51	\$445.10
*64	16 LF	16 LF	Water Line Relocation 4" Dia.	\$248.13	\$3,970
*65	1 EA	1 EA	48" Safety Slope End Section	\$11,070	\$11,070
*66	5 SY	5 SY	Concrete Paved Ditch (6" Thick)	\$400	\$2,000
*67	1 LS	1 LS	Vertical Thrust Blocking	\$4,600	\$4,600
Total Addition/Subtraction					\$100,653.25

*Denotes new contract item.

Original Contract Amount	\$1,915,659.59
Change Order No. 1 Amount	\$100,653.25
REVISED CONTRACT AMOUNT	\$2,016,312.84

May 02, 2024
Change Order No. 1
City of Neosho
Page 3 of 3

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER
CITY OF NEOSHO

By: _____
Richard Davidson, Mayor

Date: _____

APPROVED BY THE ENGINEER
ALLGEIER, MARTIN & ASSOCIATES, INC.

By:   _____
Alec McDonald, E.I.

Date: 05/02/2024

APPROVED BY THE CONTRACTOR
JEFF ASBELL EXCAVATING & TRUCKING INC.

By: _____
Zach Compton

Date: _____

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Bill No. 2024-40: Amendment to the OccuMed Agreement - Rate Increase

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Bill No. 2024-40 Occumed Freeman Health System RE Occupational Health Services - amendment
 2. 4.25.24_OccuMed Rate Increase
 3. Current Contract with OccuMed eff 11-1-22
-

PURPOSE:

The purpose of this item is to notify you of a 5% rate increase for all or part of Occumed's services effective April 1, 2024. Our 28% discount is still applicable.

BACKGROUND:

A notice was sent out alerting us of Occumed's rate increase.

RECOMMENDATION:

Staff recommends the approval to continue services with OccuMed.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Amended Agreement with Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Amended Agreement by and between the City of Neosho, Missouri, and Freeman-Oak Hill Health System, a Missouri Nonprofit Corporation, d/b/a Freeman Health System, for the purpose of providing occupational health services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

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

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL



March 4, 2024

To Our Valued Customers,

Freeman OccuMed is notifying you that our prices for our services will be increasing 5% on all or part of our services on April 1, 2024. For our TPA's or companies that have their own form for prices please email them to Cheryl Pickett Business Supervisor or Becky Bayless. Those will be completed and sent back to an email address or fax number provided.

Email: cmpickett@freemanhealth.com

rjbayless@freemanhealth.com

Regards,

Cheryl Pickett, Business Supervisor
Freeman OccuMed
Ph: 417-347-3765 Fax: 417-347-9814
cmpickett@freemanhealth.com

**FIRST AMENDMENT TO
CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
BETWEEN
FREEMAN HEALTH SYSTEM
AND
CITY OF NEOSHO
EFFECTIVE DATE: NOVEMBER 1, 2022**

City of Neosho (Employer) and Freeman Health System (Freeman) hereby mutually agree to amend the July 1, 2019 Corporate Occupational Health Service Agreement between the parties effective November 1, 2022 as follows:

1. Increase the discount for occupational health services from 22% to 28%.

CITY OF NEOSHO

By: _____

Name: _____

Title: _____

Date: _____

FREEMAN HEALTH SYSTEM

By: _____

Name: Wesley B. Braman

Title: Vice President Business Development

Date: _____

**CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT A - PREFERRED PLAN
EFFECTIVE: NOVEMBER 1, 2022**

The Employer agrees to primarily use Freeman Health System for the following services and no other fee schedules or discounts shall apply. Employer may have special cases that require non-Freeman providers. The Participating Provider shall bill all services at its Billed Charges rate and Employer agrees to pay such charges subject to the discount listed, and no other fee schedules, discounts, or reimbursement reductions shall apply.

OccuMed Client Services

Including, but not limited to, Physicals and Drug Screens

Discount From Billed Charges

28%

The following services or products are limited to those associated with treating a worker's compensation injury or illness:

Workers' Compensation

Work Injury Treatment at OccuMed

Work Injury Therapy

Freeman Hospital Emergency Room and Urgent Care

Freeman Hospital (Joplin) – all other services

Freeman Surgical Center

Freeman Neosho Hospital – all services

Discounts From Billed Charges

28%

22%

22%

22%

22%

22%

Health Essentials

Services and Products

10%

**CORPORATE OCCUPATIONAL HEALTH SERVICE AGREEMENT
FREEMAN HEALTH SYSTEM & CITY OF NEOSHO
EXHIBIT B – PREFERRED PLAN PARTICIPATING PROVIDER LIST
EFFECTIVE: NOVEMBER 1, 2022**

OccuMed Clinics

OccuMed – Carthage
OccuMed – Joplin
OccuMed – Neosho

Hospitals, Including Emergency Room Services

Freeman Hospital West
Freeman Neosho Hospital

Surgery Center

Freeman Surgical Center

Urgent Care Service

Freeman Urgent Care – Joplin
Freeman Urgent Care – Webb City

Durable Medical Equipment Providers

Health Essentials

Note: The Participating Provider List may be revised from time to time by Freeman in its sole discretion.

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-25: Airport Hunting Policy

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-27 Adopted Archery Hunting Policy FY2024
 2. Employee Hunting Policy
 3. 1992 Ordinance Hunting on Airport Property
-

PURPOSE:

To approve the resolution to authorize hunting at the Neosho Municipal Airport and other city-owned properties.

BACKGROUND:

The City of Neosho in the past had policies in place which allowed hunting on city-owned properties. This was done as a way to help control the numbers of deer and turkeys in town. The numbers in the Crowder area have drastically increased, so this would be an attempt to help reduce those numbers.

RECOMMENDATION:

To approve the Resolution as submitted and authorize the Mayor to execute it.

Resolution Bill No. 2024-27

A RESOLUTION of the City of Neosho, Missouri, adopting an Archery Hunting Policy.

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to adopt policies and procedures regarding hunting on City owned property to help control the population of wild game, including deer and turkey; and

WHEREAS, the City of Neosho, Missouri's desires to provide a comprehensive policy (the "Policy") regarding said hunting on City Property and establishing procedures for the same.

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

Section 1: The City of Neosho, Missouri, hereby adopts the attached Archery Hunting Policy and Procedures, a true and accurate copy of said Policy being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2: These policies and procedures are subject to change upon approval by the City Council of the City of Neosho, Missouri.

Section 3: This Resolution shall be in full force upon May 7, 2024, and all other resolutions in conflict herewith are repealed.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 7th day of May, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Employee Archery Hunting Policy and Procedures

I. Purpose

To assist in controlling the population of deer on wooded property adjacent to the Neosho Hugh Robinson Memorial Airport, and other properties owned by the City of Neosho to provide a method for issuing licenses to employees of the City who obtain proper permitting from the Missouri Department of Conservation for archery season, to include deer and turkey, while ensuring limited access for hunting as a benefit to employees.

II. Policy

Employee Licenses:

The City Manager shall issue up to 15 permits to City employees who submit an application to hunt City property within the wooded area surrounding the Neosho Hugh Robinson Memorial Airport and other city owned properties. In the event employee permits don't cover the allotted permits, the City will raffle tickets to Neosho citizens. A permit will allow the individual, with proper permits issued by the Missouri Department of Conservation, to hunt for deer and/or turkey. The method for taking a deer and/or turkey must conform to the regulations established by the Missouri Department of Conservation for archery season and shall be limited to the dates for archery season as established by the State of Missouri.

A license issued to a permit holder is for the permittee's use only and is non-transferrable or assignable to any other individual. Only valid permit holders issued a license by the City shall be granted lawful entry and rights for hunting, this may extend to immediate family members of a permit holder if approved by the City Manager.

A permittee issued with a license for hunting shall sign a release and waiver accepting the inherent risk of hunting and the dangers associated with said activity. The employee shall agree to hold the City harmless in any event of accident or injury. The City shall not be responsible for loss or theft of hunting equipment, including but not limited to hunting blinds, tree stands, ladder sticks, utility, and safety equipment. All hunters must wear a cap or hat, vest or coat, having the outermost color be hunter orange and be plainly visible from all sides while being worn,

Employees issued a license shall also agree to conform to the regulations and ethics associated and required for hunting in Missouri, as well as adhere to safety guidelines issued for use in any climbing equipment. No employee may utilize their permit while working a scheduled shift employed by the City of Neosho.

All applications shall be submitted to the City Manager no later than August 1st of the year for said license. In the event the number of employees seeking application for licenses to hunt exceeds the number of licenses available, then the City Manager will issue licenses by draw for the applications submitted on or before August 1st of the calendar year.

Bill No. 92-24

Ordinance No. 92-22

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, SETTING CERTAIN FEES FOR BOW HUNTING ON THE NEOSHO MUNICIPAL AIRPORT.

WHEREAS, the City of Neosho does now own a Municipal Airport and has a substantial amount of wooded area on said Airport and,

WHEREAS, the City wishes to charge certain fees for a licensed bow hunter to hunt deer on the Neosho Municipal Airport and,

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

SECTION ONE: The City of Neosho wishes to amend present City ordinance under Airport heading by adding section 3-22, to read:

section 3-22 Fees for bow hunting on Airport Property.

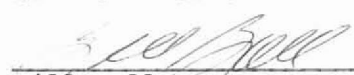
The fee for a licensed bow hunter to hunt on Airport property will be \$5.00 (five dollars) per season.

A Hunter must obtain a permit from the Airport manager and pay the \$5.00 fee prior to being granted permission to hunt on Airport property.

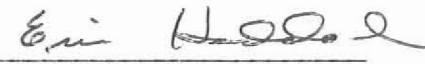
Hunters must hold a State of Missouri bow hunting permit.

Passed after final approval this 19th day of may 1992.

CITY OF NEOSHO


Bill Ball, Mayor

ATTEST:


Eric Haddock, City Clerk

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-26: Destruction of Records

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Resolution Bill No. 2024-26 Destruction of Records
 2. Destruction of Records
-

PURPOSE:

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

BACKGROUND:

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

RECOMMENDATION:

Staff recommends approval to destroy records that have met retention.

Resolution Bill No. 2024-26

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

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

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

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

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

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

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

ADOPTED this 7th day of May 2024.

ATTEST:

CITY OF NEOSHO, CITY COUNCIL

City Clerk

Richard Davidson, Mayor

APPROVED:

City Attorney

City of Neosho Records Program Disposition List

Department City Clerk

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature Cheyenne Jett Title City Clerk Date 4/29/2024

City of Neosho Records Program Disposition List

Department Human Resources

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature

HR Director

4.29.24
Date

City of Neosho

Records Program Disposition List

Department 510

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature Billi Moore Title Billing Clerk Date 4/23/24

City of Neosho

Finance / Payroll

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature B. Johnson

Title

Date _____

City of Neosho Records Program Disposition List

Department Finance

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature M. Scott Title Accounting & License Clerk Date 4-23-24

City of Neosho Records Program Disposition List

Department Water Admin

Submit Form to City Clerk

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

Records to be destroyed are as follows:

[illegible]

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

Signature R. Johnson

Title

4-19-24

Date _____

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-27: Street Slurry Seal Agreement with Vance Brothers

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Resolution Bill No. 2024-27 Contract with Vance Brothers - Slurry Seal Street
 2. Agreement Neosho and Vance Brothers - Slurry Seal Road Seal
-

PURPOSE:

The purpose of this item is to approve the agreement with Vance Brothers for the application of Slurry Seal to city streets.

BACKGROUND:

During the April 16th, 2024 council meeting, council approved the bid from Vance Brothers in the amount of \$258,087.20. This is the agreement to move forward with this project.

RECOMMENDATION:

Staff recommends approving Bill No. 2024-28 and authorizing the Mayor to sign the agreement.

Resolution Bill No. 2024-27

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for street improvement services with Vance Brothers, Inc., a Missouri Corporation, for the purpose of providing service for street improvements by slurry seal for specified traffic ways within the City of Neosho, for the not to exceed price of Two Hundred Fifty-Eight Thousand, Eighty-Seven and 20/100 dollars (\$258,087.20) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for street improvements by slurry seal on traffic ways inside Neosho, Missouri; and

WHEREAS, Vance Brothers, Inc., was awarded the bid on April 16, 2024.

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

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Vance Brothers, Inc., a Missouri corporation, for the purpose of providing street improvement services by slurry seal for specified traffic ways in the City of Neosho, for the not to exceed price of Two Hundred Fifty-Eight Thousand and Eighty-Seven and 20/100 Dollars (\$258,087.20), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Mayor

AS APPROVED TO FORM

ATTEST:

City Attorney

City Clerk

CITY SEAL

THIS AGREEMENT, made this ____ day of _____, 2024, by and between CITY OF NEOSHO, MISSOURI hereinafter called "OWNER" and VANCE BROTHERS, INC., hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the street improvements by slurry seal for approximately 75,908 square yards of road surface on specified traffic ways within the City of Neosho.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within 45 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of TWO HUNDRED FIFTY-EIGHT THOUSAND, EIGHTY-SEVEN & 20/100 DOLLARS (\$258,087.20), or as shown in the BID Schedule, including Alternate Bid Items.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation\Advertisement to Bid
 - (B) Instruction to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Design Technical Bulletin
 - (F) Performance Bond
 - (G) Notice of Award
 - (H) Notice to Proceed
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Bid Specifications.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

City of Neosho, Missouri

Cheyenne Wright

By: _____

City Clerk

Name: Richard Davidson

Title: Mayor

(SEAL)

ATTEST:

CONTRACTOR:

Vance Brothers, Inc.

By: _____
Shawn Brost

Title: Vice President

Address

Name (Please Type)

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-28: MoDED CDBG Competitive Grant Intent to Apply

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Res. Bill No. 2024-28 CDBG - Demolition Grant Program_Shaffer Building

PURPOSE:

The purpose of this item is to gain the council's approval for the mayor to sign a resolution authorizing staff to apply for a grant to assist in demolishing the structure located at 224 N Washington St.

BACKGROUND:

The city owns the Schaffer Building located at 224 N Washington St. The building has been declared blighted property by the city council. This grant could provide up to \$300,000 in funding with a 20% match for the demolition of the structure. Other grant opportunities are also being sought for this project but are not guaranteed.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor's signature.

Resolution Bill No. 2024-28

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, STATING INTENT TO SECURE FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DEMOLITION PROGRAM AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING.

WHEREAS, Title I of the Housing and Community Development Act of 1974 does state as its primary objective "the development of viable urban communities, by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income";

WHEREAS, Title I does offer to communities the opportunity of monetary assistance in accomplishing its stated primary objectives;

WHEREAS, the Missouri Department of Economic Development is designated to award Community Development Block Grant funding under Title I; and,

WHEREAS, the City does have areas of need which may be addressed through the Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City of Neosho, Missouri that it desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to the Housing and Community Development Act of 1974.

THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and/or City Manager of Neosho, Missouri hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

THEREFORE, BE IT FURTHER RESOLVED, that the City of Neosho, as the applicant/sub-applicant has dedicated \$0 funds and \$0 of in-kind materials or labor to be used in this project.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of May, 2024, by a vote of ____ yes, ____ no.

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

Derek Snyder, City Attorney

ATTEST:

Cheyenne Wright, City Clerk

CITY SEAL

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-29: Amending Employee Handbook Adding Section 3.09 Disability Discrimination Grievance Procedure

ORIGINATING DEPARTMENT: Human Resources Department

ATTACHMENT:

1. Res. Bill No. 2024-29 Adopted Disability Discrimination Grievance Proc_
 2. 5.2.24_Section 3.09 - Disability Discrimination Grievance Procedure
 3. City of Neosho Handbook_5.2024
-

PURPOSE:

The purpose of this item is to request approval to insert "Section 3.09: Disability Discrimination Grievance Procedure" in the City Employee Handbook. This is a procedure that various grants prefer to see in policy.

BACKGROUND:

Various grants request a Disability Discrimination Grievance Procedure set in policy.

RECOMMENDATION:

Staff recommends approval of Section 3.09: Disability Discrimination Grievance Procedure to the City Employee Handbook.

A RESOLUTION of the City of Neosho, Missouri, adopting a Disability Discrimination Grievance Procedure to conform to Section 5.04 of the Rehabilitation Act of 1979 (29 U.S.C. 794) and the American with Disabilities Act (ADA) and incorporating the same into the City of Neosho Employee Handbook by adding a new Section 3.09 Disability Discrimination Grievance Procedure.

WHEREAS, Section 5.04 of the Rehabilitation Act of 1979 (29 U.S.C. 794) and the American with Disabilities Act (ADA) includes a grievance procedure to protect person(s) from discrimination on the basis of disability; and

WHEREAS, it is in the best interest of the City of Neosho, Missouri, to adopt policies and procedures to protect the rights of employees and personnel regarding discrimination on the basis of disability.

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

Section 1: The City of Neosho, Missouri, hereby adopts the attached Disability Discrimination Grievance Procedure to conform to Section 5.04 of the Rehabilitation Act of 1979 (29 U.S.C. 794) and the American with Disabilities Act (ADA) and incorporating the same into the City of Neosho Employee Handbook by adding a new Section 3.09 Disability Discrimination Grievance Procedure. a true and accurate copy of said Procedure being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2: These policies and procedures are subject to change upon approval by the City Council of the City of Neosho, Missouri.

Section 3: This Resolution shall be in full force upon March 18, 2024, and all other resolutions in conflict herewith are repealed.

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL

Section 3.09 Disability Discrimination Grievance Procedure

It is the policy of the City of Neosho not to discriminate on the basis of disability. City of Neosho has adopted an internal grievance procedure providing prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act (ADA). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the office of the City Clerk, who has been designated to coordinate the efforts of the City of Neosho to comply with section 504.

Any person who believes they have been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Neosho to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 504/ADA Coordinator within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504/ADA Coordinator (or their designee) shall investigate the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504/ADA Coordinator will maintain the files and records of the City of Neosho relating to such grievances.
- The person filing the grievance may appeal the decision of Section 504/ADA Coordinator by writing to the City Manager within 15 days of receiving the Section 504/ADA Coordinator's decision. The City Manager shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the responsible Federal department or agency.
- City of Neosho will make appropriate arrangements to ensure that disabled persons are provided with accommodations, if needed, to participate in this grievance process. Such arrangements may include, but not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504/ADA Coordinator will be responsible for such arrangements.

This procedure was adopted by the City of Neosho on the ____ day of _____, 2024.

Mayor Signature

Attest

City of Neosho Employee Handbook



*Revised by City of Neosho Staff
2023*

Prepared in part by:

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Modeled by:



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

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Chapter 1. General Provisions

Section 1.01 Purpose

The purpose of this manual is to establish an efficient, equitable and functional system of human resource and benefit administration that is compliant with all federal, state, and local employment and labor laws. This section establishes the roles and functional responsibilities that support the Personnel Manual. Guidelines may vary due to significant unforeseen events. This Handbook is an overview and a guideline. It cannot cover every matter that might arise in the workplace. We are, of course, committed to complying with all applicable laws. This manual is to set forth the principles and procedures that will be followed by the City of Neosho in the administration of its personnel program. If you have specific questions, please contact our Human Resources Department.

The personnel programs established in this manual shall maintain a fair and equitable system of rules and regulations only authorized by the City Council. The rules and regulations set forth in this manual shall be applicable to all employees of the City unless they are covered in part or whole by contract. This manual supersedes all previous publications pertaining to personnel policies.

Section 1.02 No Contract Created by this Handbook

(a) The handbook should not be construed as an employment contract or agreement, express or implied, for employment for any specified period of time.

(b) The City of Neosho, through ordinance by the City Council, reserves the right to make changes to these policies from time to time without notice. When changes are necessary, we will provide you with amended pages for your handbook. In the event of any discrepancy between this handbook and adopted city policies, the adopted policies will prevail. Neither does the Handbook guarantee any prescribed process for discipline and discharge. The purpose of the Handbook is to simply provide you with a convenient explanation of present policies and practices at the City.

(c) No manager or other representative of the City, other than the City Manager and approval from the City Council, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the City Manager, the employee, and other personnel where applicable.

Section 1.03 Policy Review

The City of Neosho's Personnel Policy shall be reviewed on an annual basis by the City Manager and Human Resources Director to ensure compliance with all laws and regulations.

Section 1.04 Introduction to the City

Neosho is known as the “City of Springs” and was founded in the early 19th century. The name Neosho comes from the Native American name for clear or abundant water. Camp Crowder, located just south of the city, was a major training facility for army personnel during World War II. Thomas Hart Benton, renowned artist, was from Neosho and several of his works can be found around the city. George Washington Carver was also from the Neosho area and went to school in the city. In 1957 Neosho was one of eleven cities in the country to be voted an “All-American City”. Neosho is home to one of the oldest National Fish Hatcheries in the country and it continues to expand. The comic strip “Beetle Bailey” was based on experiences at Camp Crowder and written by Mort Walker. Today more than 12,000 people call Neosho “home”.

The City of Neosho exists to provide services to the citizens of our community. Some services are more traditional, such as police and fire protection, and maintenance of safe and adequate water and street departments. Other services provided include building inspections, parks, and recreation, planning and zoning, and sewage treatment. Revenues to pay for many of these services are provided through sales taxes and various fees. Revenues for other services such as some parks programs and swimming pool maintenance are provided by user fees. All the services the City of Neosho provides are important to its citizens. The quality of life in Neosho depends upon the services provided by the City, and the quality of the City’s service depends on how well we do our jobs.

Section 1.05 The City Organization

The City of Neosho operates under the Council/Manager form of government. [City of Neosho, MO The City and Its Powers: Section 1.02 Form of Government. \(ecode360.com\)](#) Section 1.02

- (a) City Council [City of Neosho, MO City Council \(ecode360.com\)](#) Section 1.05

The City Council is made up of elected officials each serving a three-year term. [City of Neosho, MO City Council: Section 105.060 Composition — Terms of Councilmen. \[1\] \(ecode360.com\)](#) Section 105.060

- (b) Mayor [City of Neosho, MO The City Council: Section 2.05 Mayor and Mayor Pro Tempore. \(ecode360.com\)](#) Section 2.05.

The Mayor is elected by the City Council and serves a term of one year.

- (c) City Manager [City of Neosho, MO The City Manager \(ecode360.com\)](#) Section 3.0
The City Manager is appointed by the City Council and serves as the Chief Administrator of the City and is responsible for the proper administration of all City affairs.

Section 1.06 Classification of Employees

(a) **Regular Employees.** Regular employees are all employees who consistently work forty (40) or more hours per week, provide services not limited in duration, and fill approved and regularly funded positions.

(b) **Exempt Employees** positions are identified as follows:

- i. *City Manager*
- ii. *Finance Director*
- iii. *Police Chief*
- iv. *Lieutenant*
- v. *Fire Chief*
- vi. *Deputy Fire Chief*
- vii. *Public Works Director*
- viii. *Human Resources Director*
- ix. *Developmental Services and Grants Director*
- x. *Parks and Recreation Manager*
- xi. *Golf Course Manager*
- xii. *Municipal Judge*
- xiii. *City Attorney/Prosecutor*
- xiv. *City Clerk*

(c) **Part-Time/ Temporary Seasonal.** Employees whose positions are funded on a seasonal, temporary, or other special time basis. Such appointments are not intended to continue on a career basis and do not have expectations of regular full-time employment.

- (1). The position must be authorized in the current budget and such employees should work less than 1499 hours and/or 6 months in any fiscal year.
- (2). Part-time employees shall not exceed thirty (30) hours per week.
- (3). Such employees are not eligible for benefits except those required by the Social Security Administration or other federal laws.

(d) **Temporary Full- Time.** Employees hired for and retained based on a specific project or program. They are scheduled to work 40 hours per week and may work overtime but may not work more than 1499 hours in any given year. Temporary Full-Time employees are not eligible for benefits.

(e) If your status changes from Temporary Full-Time or Part-Time/Seasonal to Regular Employee, you are considered hired on the date you become a full-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

Section 1.07 Fair Labor Standards Act (FLSA) classifications:

(a) Exempt Employees are assigned to job classifications, which are designated as executive, administrative, or professional. These classifications are paid on a salaried basis under the provisions of the Fair Labor Standards Act (FLSA) and will not receive overtime compensation.

(b) All other employees are considered NON-EXEMPT and are governed by the provisions of the Fair Labor Standards Act (FLSA) and will be compensated via overtime pay or compensatory time off in accordance with FLSA guidelines.

(c) FLSA standards may vary depending upon profession.

Section 1.08 Personnel Administration

Policies and procedures set forth in this chapter shall not be construed as limiting the power and authority of any Department Director to make departmental rules and regulations governing the performance and conduct of employees, so long as such rules and regulations are not in conflict with this manual and have the approval of the City Manager.

Section 1.09 Administration of the Rules

The personnel programs established in this manual shall be administered by the City Manager. The City Manager shall from time to time recommend to the Mayor and City Council appropriate amendments to maintain a fair and equitable system of personnel rules and regulations. The provisions of the rules may be revised or amended in the same way they were originally adopted.

Section 1.10 Role of Employee

Each City employee is responsible for performing their assigned duties to meet service needs of the City. It is the responsibility of each employee to become and remain familiar with these provisions as amended. Lack of knowledge of, or familiarity with, any provision of this manual shall not provide any excuse for violations of that provision. Should any questions arise from reading these policies and procedures, please address them to your immediate supervisor.

Section 1.11 Role of Department Directors

Department Directors are expected to effectively supervise employees in their department and to maintain appropriate working relationships. They have the authority to establish policies affecting departmental functions providing that such policies are consistent with the City's Charter, ordinances, and policies. The department rules that are personnel related shall be in written form and submitted to the Human Resources Manager for review prior to implementation. Department Directors will periodically report upon the efficiency of their subordinates and coordinate with the Human Resources Manager on any changes

in duties of their employees for the purpose of Classification Plan maintenance. The City Manager shall approve all personnel actions related to department directors.

Department Directors are responsible for effective personnel management within their departments. They may:

- (a) Develop work rules and regulations consistent with this manual.
- (b) Delegate authority to supervisors to administer this manual and any department work rules and regulations developed pursuant to it.
- (c) Establish objectives and programs to improve personnel management within the department.
- (d) Approve all personnel actions relating to their departments such as vacation leave, overtime, evaluations, sick leave, etc.

Section 1.12 Approval of Department Director Personnel Actions

The City Manager shall approve all personnel actions related to department Directors.

Section 1.13 Role of Human Resources

- (a) The Human Resources Manager is responsible for the proper administration and interpretation of the City's Personnel Manual, pay plan and job descriptions; and for providing appropriate recommendations on personnel matters including reviewing and making recommendations for updates to this manual as may be necessary, under the direction of the Assistant to the City Administrator. Additionally, the Human Resources Manager shall act as the Americans with Disabilities Act Coordinator and Privacy Officer.
- (b) Maintain inventory of budgeted positions in the City's service.
- (c) Maintain job descriptions for each position. Job descriptions include a title; a description of the nature of work and relative responsibilities of the position; examples of work which are illustrative of the duties of the position; requirements of work in terms of knowledge, skills, and abilities necessary to perform the work and a statement of minimum qualifications for recruitment into the position.
- (d) When applicable, hold competitive examinations for appointments in the classified service and give publicity to all announcements of competitive examinations.
- (e) Establish training and educational programs for municipal employees.
- (f) Annually report on the operation of human resources provisions to the City Manager.
- (g) Supervise the recordkeeping of personnel files required by applicable laws.

(h) Perform such duties as may be required by ordinance or by the City Council.

Section 1.14 At-Will Employees

Missouri law provides that employees of municipalities are hired at will and may be discharged at will. The exceptions are the City Clerk, City Manager, and the City Attorney. The adoption of these regulations can in no way conflict with Federal, State or Local laws in that respect.

Section 1.15 Personnel Manual Distribution

With the issuance of each manual and any revisions to the manual, employees will be required to sign documentation verifying receipt of the manual, updates, and/or revised policies. Signed documentation will be sent to Human Resources to be placed in employees' personnel files. Employees are expected to keep their copy of this Handbook and to update their copy as updates are issued.

(a) This policy is subject to amendment by the City of Neosho from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the City.

(b) If employees have any questions as to the interpretation or understanding of these policies or guidelines, or any revised policies, they should be discussed with the Department Director.

Section 1.16 Effect of Work Agreements

These policies apply to all employees, except where specifically and expressly superseded by a written contract or work agreement.

Section 1.17 Employee Suggestions

Employees are encouraged to make suggestions for improvements. Employees who have a suggestion concerning improvements to their job or service rendered by the Department should give the suggestion to their supervisor or department Director.

Section 1.18 Citizen Complaints

Employees must promptly and politely assist citizens with complaints or questions. If they can't help, they should transfer the caller to someone who can or take their contact information for a callback. If a citizen becomes verbally aggressive, the incident should be reported to a supervisor or department director. All complaints must be documented, and citizens contacted within 24 hours with information about how the issue will be resolved. Personnel matters and discipline are not disclosed to citizens. Supplemental to the Policy Manual

The personnel policies and guidelines in this Chapter will remain in effect until changes are considered necessary through ordinance. Should such change be warranted and approved by the City Council, it will be distributed and placed where indicated in the policy.

If employees have any questions as to the interpretation or understanding of these policies or guidelines, or any revised policies, they should be discussed with their Department Director.

Individual departmental procedure manuals shall serve as appendices to this personnel policy and shall be updated only with the approval of the City Manager.

Regarding written notice of changes to this manual, all employees will be provided with a written or electronic copy of any changes to this manual. They will be required to sign a notice stating they have been provided with the information. They shall sign such notice and a copy will be placed in their personnel file in the Human Resources Department.

Chapter 2. **Appointment Procedures**

Section 2.01 Equal Employment Opportunity

No person shall be appointed to or removed from or in any way favored or discriminated against with respect to any City position because of age, race, creed, color, gender, sexual preference, national origin, physical disability, political or religious opinions or affiliations.

Section 2.02 Affirmative Action

It is the policy of the City to effectively utilize all available human resources by selecting the best qualified person(s) for the job to be performed. The objective of this personnel policy is to use all qualified, available human resources to the fullest extent, and it is the City's intent to administer this policy in such a manner as not to discriminate against any person(s), employee(s), or job applicant(s) for employment because of race, color, sex, religion, age, national origin, physical disability, political affiliation, or marital status.

This policy is applicable to recruiting, hiring, promotions, layoffs, compensation, job benefits, terminations, and terms and conditions of employment. Since it is important that effective utilization of the City's qualified and available human resources requires more than a statement of policy, it is important to make known the program of affirmative action. The guidelines are as follows:

(a) **Recruitment, Job Placement, and Promotion.** The City will consider all qualified applicants, including minorities and protected group members, for position vacancies, promotional and up-grading opportunities, unless, for example, with age or disability, there are bona fide occupational qualifications that would make these factors relevant for job qualification and performance.

(b) **Training and Development.** All training and educational programs conducted by the City will be reviewed periodically to be certain that all qualified personnel are given the opportunity to participate in these programs.

(c) **Compensation and Employee Benefits.** It is the City's intent and policy to pay all personnel fairly, according to their job classification and in accordance with the current pay policies. City supported job benefit programs for employees will be made equally available to all employees, including minority and other protected group members.

(d) **Working Conditions and Facilities.** The City's facilities will not be segregated, other than restrooms and locker rooms.

(e) **Layoff and Terminations.** Whenever it becomes necessary to reduce the City's workforce, termination, layoff or recall to work will be made without regard to race,

color, sex, religion, age, national origin, physical disability, political affiliation, or marital status.

(f) **Communication of Equal Employment Opportunity Policies.** The City will take appropriate action to ensure that all outside recruitment sources and City personnel know of the City's desire to support and take affirmative action toward providing equal employment opportunity.

(g) **Affirmative Action and Administration and Coordination.** The Human Resources Director is designated as the Equal Employment Opportunity/Affirmative Action Program Compliance Officer. The City Manager is the appeal step and certification step for Program Compliance.

(h) **Supervisory and Department Director Responsibility.** Supervisors and Department Directors are responsible for understanding the provisions of the City's Affirmative Action Program and to help ensure its implementation in their departments and with their employees.

(i) **Policy Questions.** Any questions about the City's Affirmative Action Program should be referred to the Human Resources department and City Manager.

Section 2.03 Age

The minimum age for full-time and variable employment as a City employee shall be eighteen (18) years of age. The minimum age for employment of seasonal, part-time, and variable employees shall be sixteen (16) years of age.

Section 2.04 Immigration Law Applicable to All Employees

The City complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the City is required by law to terminate your employment. The City of Neosho is an active E-Verify participant.

Section 2.05 Driver's License

Any City employee who is required to drive a City vehicle as part of their employment must have a valid driver's or CDL license. A suspended, expired, or revoked license will not be a valid license.

Section 2.06 Vacancies

Department Directors shall immediately notify the Human Resources office when a position becomes vacant or where a vacancy is anticipated. Where appropriate, the City Manager or designee will appoint an employee to serve in an acting capacity pending a permanent appointment to the position.

Section 2.07 Recruitment

All regular positions will be posted both internally and externally simultaneously in the media with preference to internal applicants being interviewed first unless otherwise authorized by the City Manager. External advertising may include the local paper and any internet services which are available without cost. Postings can be advertised through MML at cost for Director positions in those respective department budgets. Job postings will describe the general criteria and qualifications of the position. Job posts will be open until filled or unless otherwise designated.

Section 2.08 Employment of Relatives

(a) No official or employee of this City shall, by virtue of such office or employment, name or appoint to public office or employment any relative within the fourth (4th) degree, by blood or marriage.

(b) Relative means an individual who is related to the City employee as husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or first cousin.

(c) If a conflict arises with the above policy because an employee marries or changes positions within the City, one of the affected employees may be required to transfer to a vacant position for which they are qualified or may be required to resign from employment. Any such transfer will not guarantee maintenance of current rates of pay or classification.

Section 2.09 Placement Procedures

(a) Applications and information pertaining to vacant positions will be made available by the Human Resources office to job applicants. The Human Resources office will receive job applications unless otherwise designated. Those interested in a city position will only be considered with a City of Neosho application for employment submitted. Current employees interested in applying for a vacant position will be directed to discuss with their immediate supervisors and/or department directors and submit an internal application.

(b) The Department Director will establish, subject to the Human Resources Manager's approval, an applicant reviewing process appropriate to the position to be filled. The reviewing process may involve written tests, psychological tests, physical assessment

testing, background checks, oral interviews, and other appropriate measures as allowed by law. A selection committee may be used to assist in the reviewing process.

(c) Current City employees are encouraged to apply for vacant positions for which they are qualified. An employee's past service will be considered in the applicant reviewing process.

(d) Background Investigations and Employment Verification

- (1). Upon completion of the reviewing process and prior to extending a job offer, the Department Director will recommend to the Human Resources Director an individual to fill the vacant position and provide the documentation of the reviewing process.
- (2). The Human Resources Department is responsible for verifying the accuracy of all information provided by applicants on their application and resume. The Human Resources Department and/or Department Directors are also responsible for checking listed references and contacting former employers to help determine the past work performance of the applicant.
- (3). Candidates for employment will be disqualified if they have a felony conviction which may impact their job responsibilities and duties with the City.
- (4). The City shall withdraw an offer of employment and the applicant shall not be hired if the applicant's post-offer drug test is positive and the applicant fails to provide or timely provide the verification requested in the City's Drug and Alcohol Policy.

(e) The City Manager must approve all regular and temporary full-time employee candidates.

Section 2.10 Pre-Employment Health, Fitness and Wellness Evaluations

(a) After accepting a job-offer, but prior to employment, candidates for certain positions shall successfully pass a series of medical evaluations to determine their ability to perform essential job functions that may include:

- (1). Drug Screening. Pre-employment urine drug testing shall be required of all applicants seeking employment in the City of Neosho. Receipt of satisfactory test results is required prior to beginning employment. Failure of a controlled substance or alcohol test will disqualify applicants from employment for a period of not less than 120 days
- (2). General health screening and fitness assessment

- (3). Functional Capacity Evaluation. Comprehensive physical comprising of, but not limited to, lab work, chest X-ray, stress test, and lung capacity measurement.
- (4). Psychological Evaluation. Candidates failing any portion of the pre-employment medical evaluation may be permitted to re-test the failed portion(s) within a reasonable timeframe, provided adequate time is available prior to the need to fill the vacancy; and, that the reason for the failure, in the medical opinion of the City's physician, is due to a testing discrepancy or an easily reversible condition. Candidates failing a second attempt will be passed over for hiring unless reasonable accommodation can be made for the candidate to perform the essential functions of the job.

Section 2.11 Involuntary Transfer

The Department Director and/or City Manager may require any employee to transfer into another position.

Section 2.12 Re-Employment

The past service of former employees who apply for a vacant position will be considered in the applicant reviewing process.

Section 2.13 Employment Applications- Retention Requirements

All employment applications that are received from job applicants will be considered "active" for a period of thirty (30) days. When employment applications become over thirty (30) days old, they will be filed separately and retained for the period required by State Statutes. When a job applicant is hired, the original employment application shall be placed in the employee's personnel file.

Section 2.14 Introductory Period

The purpose of the introductory period is for the employee to demonstrate their capability, competence, and personal characteristics in fulfilling the requirements of the job to which they are hired and claims qualifications thereof.

Every person appointed to a full-time position with the City by virtue of employment, promotion, transfer, or demotion shall receive a working introductory period while occupying such position.

Each employee receiving an appointment or a promotion to a position in the City service must serve an introductory period of six (6) months before his appointment or promotion shall be considered permanent. During the employee's six (6) month introductory period, the employee's work habits, attitude, promptness, and other pertinent characteristics will be observed and evaluated by his supervisor, Department Director, and other appropriate

City officials. If the probationary employee fails to meet the required standards or performance, they are to be dismissed, or if a promoted regular employee, they may be restored to the position from which they were promoted or to a comparable position when available. Wages for designated holidays falling within the introductory period will be paid to probationary employees. However, should the Department Director feel that the employee has displayed the necessary qualifications and fulfills the duties of the position, they may choose to end that employee's introductory period prior to the six (6) month time frame.

At any time during the introductory period, the Department Director, with the approval of the City Manager, may remove an employee if job performance indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily, or that their habits or dependability do not merit their further employment with the City. An employee removed during the introductory period cannot appeal such removal to the City Manager.

In the case of the transfer from one (1) department to another, an employee who has completed their introductory period after being hired as a new employee, the first three (3) months in the new position will be an introductory period.

However, the City reserves the right to terminate employment at any time. The introductory period is not meant to be construed as a contract for employment.

Section 2.15 Employment Records

The City of Neosho is required by law to keep certain employment records on all of its employees.

All employees shall notify their supervisors or Department Directors, within ten (10) days of any change in their current address, legal name, telephone number, marital status, number of income tax deductions, insurance beneficiaries and persons to contact in case of emergencies.

All official personnel files shall be kept confidential and maintained at City Hall. Employees may view their personal employment records after notification to their Department Director. The City Personnel Department, Department Directors, and City Manager may view personnel files. All viewing of files shall be done in the Human Resources Director's office in the presence of either the Human Resources Director or the Finance Director.

All employee medical records shall be kept separately from "employment" records. Medical records shall be kept in all confidentiality and shall be housed in the Human Resources Director's office.

The Human Resources Director may view employee medical records. Department Directors and the City Manager may view medical records only on a "need-to-know" basis.

Section 2.16 Employee Status – Change of Status

A "payroll change form" stating a change of status, will be filed on employees for the purpose of keeping personnel and payroll records current when any of the following events occur:

1. An employee is hired.
2. A change in employee rate of pay.
3. A change in department.
4. An employee is laid off, quits, or is discharged.
5. A change in classification and/or job title.
6. An employee who has been laid off is re-instated.
7. An employee goes on active duty with U.S. Armed Services.
8. Upon return from U.S. Armed Services.
9. An employee completes the introductory period.
10. An employee takes a leave of absence.

Section 2.17 Continuous Service – Employee Anniversary Date

The following policy and definitions are set forth to assure consistency in the employee's continuous service record and uniformity of practice in the City's personnel administration.

(a) ***Anniversary date.*** Refers to the date of employment and to subsequent anniversaries of this date. Records shall indicate the "full-time" hire date for those employees who are retained from part-time or temporary/seasonal status to full-time permanent status without a break in service.

(b) ***Adjusted anniversary date.*** Refers to the changing of the employment date by the number of days the employee has lost from their continuous service record.

(c) ***Continuous service.*** Shall be considered as the total length of time an employee has been on the City payroll without a break in service.

Seniority shall be determined by continuous full-time service with the City of Neosho, calculated from the anniversary date of employment with the City. Continuous service shall be broken only by resignation, discharge, retirement, or death. In cases where employees have transferred from one (1) department to another department within the City of Neosho without a break in service, for purposes of calculating vacation and retirement, the initial hire date of the employee shall be used. However, that employee's beginning day of employment with the second (2nd) department shall be used in calculating seniority privileges for that department.

Chapter 3. **Employment and Workplace Policies**

Section 3.01 Equal Employment Opportunity

(a) Discrimination Is Prohibited

(b) The City is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy), national origin, disability, age, genetic information, or veteran status. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state, and local laws related to discrimination.

(c) The City makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the position under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

(d) If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the City Administrator. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Section 3.02 Americans with Disabilities Act

(a) The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in position application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions, and privileges of employment. The ADA does not alter the City's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of their disability, or because of a perceived disability. As a matter of City policy, the City prohibits discrimination of any kind against people with disabilities.

(b) Disability Defined

(1). Disability means, with respect to an individual: (1) a physical or mental impairment that substantially limits one or more major life activities of such individual, (2) has a record or history of such an impairment or (3) is regarded or perceived as having such impairment, or as otherwise defined under the Americans with Disabilities Act.

(c) A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or

desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

(d) Reasonable Accommodation

- (1). A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a position, perform the duties of a position, or enjoy the benefits and privileges of employment.
- (2). Qualified applicants or employees who are disabled should request reasonable accommodation from the City in order to allow them to perform a particular position. If you are disabled and you wish such reasonable accommodation, contact Payroll/HR. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.
- (3). Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the City does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, any accommodation that will impose undue hardship on the City is not considered reasonable.

Section 3.03 Unauthorized Aliens

Pursuant to RSMo 285.530, the City shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. An “unauthorized alien” is defined as an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3). The City is enrolled in and actively participates in the E-Verify federal work authorization program. The City verifies the employment eligibility of every employee and retains copies of the dated verification report received from the federal government.

Section 3.04 Workplace Harassment

The City is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the City has adopted a policy of “zero tolerance” regarding employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients, or customers, whether at work or outside of work, is grounds for immediate termination. The City will make every reasonable effort to ensure that its entire community is familiar with this policy and that

all employees are aware that every complaint received will be investigated and resolved appropriately.

Section 3.05 Sexual Harassment

Sexual harassment is prohibited by federal, state, and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

These behaviors may include, for example: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. City policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because they do not fit the stereotype of being male or female.) The City encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is mandated to raise any questions or concerns with HR. The consequence of failing to report an incident is that the observing employee would be considered an accessory to the harassment.

(a) ***Supervisors' Responsibilities.*** All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- (1). Encourage employees to report any violations of this policy.
- (2). Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- (3). Create a work environment where sexual harassment is not permitted.

(b) ***Procedures for Reporting and Investigating Sexual Harassment.*** Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been sexually harassed, regardless of whether a manager, co-worker, vendor, visitor, elected official, or client committed the offensive act, should promptly notify their immediate supervisor or the Department Director. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Department Director and/or one of the Designated Representatives listed below. Every claim of sexual harassment will be treated seriously,

no matter how trivial it may appear. The City shall promptly and thoroughly investigate all complaints of sexual harassment or other inappropriate sexual conduct.

(c) ***Designated Representatives:*** HR Director, City Manager, Mayor, or City Attorney.

(d) There will be no retaliation for filing or pursuing a sexual harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or act in response to the complaint.

(e) All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident. Employees who believe they have been unjustly charged with sexual harassment can defend themselves verbally or in writing at any stage of the investigation.

(f) To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge. City employees who are aware of incidents, either firsthand or because of investigation, who violate the confidentiality required in these types of situations, will be subject to disciplinary action, up to and including termination.

(g) At the conclusion of a sexual harassment investigation, the complainant and the “alleged harasser” shall be informed of the determination.

(h) ***Penalties for Violation of Sexual Harassment Policy.*** If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the City deems appropriate under the circumstances and in accordance with applicable law.

Section 3.06 General

An employer is considered responsible for the same acts of their supervisory employees regardless of whether the acts were forbidden by the employer and regardless of whether the employer knew or should have known of the acts.

With respect to employees, other than supervisors, the employer is considered responsible for acts of sexual harassment in the workplace when his supervisory employees knew or should have known of such conduct. An employer may only rebut liability for such conduct on non-supervisory employees by showing that it took prompt and appropriate corrective action.

Section 3.07 Other Harassment

Other harassment may include, but is not limited to, remarks, jokes, drawings, pictures, cartoons, or statements which reflect on an individual's race, color, ethnic background, religion, age, national origin, gender, or disability. It is unlawful for an employer to create or to permit to exist a work environment which is hostile to an individual employee or group of employees because of their race, color, ethnic background, religion, age, national origin, gender, or disability, and the City prohibits such discrimination and harassment.

Section 3.08 Complaint Procedure and Investigation

(a) If any employee believes that they have been discriminated against or harassed, by another employee of the City or by a non-employee while at work, the employee should first attempt to resolve the matter with their immediate supervisor or Department Director.

(b) If the matter cannot be resolved with the immediate supervisor or Department Director, or if the employee believes that a complaint to the supervisor or Department Director would be futile if it is the supervisor or Department Director who is participating in the alleged harassment or discrimination, then the employee should make a complaint to the Human Resources Department.

(c) All complaints will be objectively investigated to determine whether harassment or discrimination has occurred. The matter will be kept confidential in deference to the complaining party and the party about whom the complaint is made. Results of the investigation will be reported to Human Resources.

(d) If the matter is not resolved to the satisfaction of the employee, then the employee may file a grievance pursuant to the City's Grievance Procedure.

(e) Any employee or applicant for employment may file a complaint under this procedure without fear of reprisal or retaliation.

(f) If an employee is found, by investigation or by admitting it, to have engaged in discrimination or harassment against any employee or applicant for employment, or in retaliation against any employee or applicant for employment, they shall be subject to disciplinary action up to and including termination.

Section 3.09 Disability Discrimination Grievance Procedure

It is the policy of the City of Neosho not to discriminate on the basis of disability. City of Neosho has adopted an internal grievance procedure providing prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act (ADA). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the

office of the City Clerk, who has been designated to coordinate the efforts of the City of Neosho to comply with section 504.

Any person who believes they have been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Neosho to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 504/ADA Coordinator within 60 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504/ADA Coordinator (or their designee) shall investigate the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504/ADA Coordinator will maintain the files and records of the City of Neosho relating to such grievances.
- The person filing the grievance may appeal the decision of Section 504/ADA Coordinator by writing to the City Manager within 15 days of receiving the Section 504/ADA Coordinator's decision. The City Manager shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the responsible Federal department or agency.
- City of Neosho will make appropriate arrangements to ensure that disabled persons are provided with accommodations, if needed, to participate in this grievance process. Such arrangements may include, but not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504/ADA Coordinator will be responsible for such arrangements.

Chapter 4. **Compensation**

Section 4.01 Position Classification Plan

The Position Classification Plan is a system by which the duties and responsibilities of an employee are defined and assigned a description title such as “Firefighter” or “Building Inspector.” The purpose of the plan is to divide the work of the City into job units for which people can be hired, evaluated, and paid in relation to the position duties and responsibilities in an equitable manner.

All positions in the City are listed by grade scale and salary range for each position. The Salary Range Scale sets the rate of pay for various positions according to the relative difficulty of responsibilities, qualifications, working conditions, and other like factors. The Plan provides an opportunity for employees to earn step increases in pay within their own department and respective positions.

Section 4.02 The Classification Plan – Performance Based Pay

The Classification Plan utilizes a performance-based pay system approach. The basic performance-based principles are:

- (a) Qualified individuals should be recruited from all segments of society. Employee selection and advancement should be determined solely by knowledge and skills, relative ability, and after fair and open competition.
- (b) All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management regardless of political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.
- (c) Equal pay should be provided for work of equal value with appropriate consideration of rates paid by employers in the private sector. Appropriate incentives should be provided for excellent employee performance.
- (d) All employees should maintain high standards of integrity, conduct, and concern for the public interest.
- (e) The workforce should be used efficiently and effectively.
- (f) Employees should be retained because of the adequacy of their performance. Inadequate performance should be corrected, and employees should be terminated who cannot or will not improve their performance.
- (g) Employees should be provided effective education and training.

(h) Employees should be protected against arbitrary actions, personal favoritism, or coercion for partisan political purposes.

Section 4.03 Position Classification Plan – Systematic Arrangement

The Position Classification Plan provides a systematic arrangement and inventory of all positions and groups the various positions into departments indicative of the range of duties, responsibilities, and level of work performed.

The Plan is divided into the following three (3) components:

(a) **Position Classification Plan.** Explains the purpose of the plan, outlines the methodology for its development, defines common terms, and provides for the plan's implementation and administration.

(b) **Compensation Plan.** Establishes positions within each department, which are alike in responsibilities, duties, and required qualifications needed to reach each step within each position.

(c) **Job Descriptions.** A description of each position including the primary purpose of the position, who will supervise the employee, a description of what is expected of the position, and qualifications for the position that are required.

Section 4.04 Maintenance of Classification Plan

The Human Resources Director is responsible for maintenance of the plan. It is the City Manager's duty to examine the positions as they are created and to include them in the plan when needed. The City Manager is to review the plan periodically and to recommend any changes, additions, or deletions to the City Council.

Each Department Director will be responsible for setting qualifications within each position in their respective departments. Once established, any changes to these qualifications must be reviewed and approved by the Human Resources Director and City Manager.

Section 4.05 Base Compensation

An employee's compensation shall be determined at the time of hire, subject to modifications including those provided in this Section.

Section 4.06 Demotion

Employees demoted due to the lack of necessary qualifications to render satisfactory service, inefficient performance, or unacceptable actions or behaviors, shall be placed at the minimum salary level in the position demoted to. Employees demoted due to a reduction in the workforce for voluntary reasons or for the increased efficiency of the city

operation, shall be placed at the salary level in the new position calculated to result in the least possible reduction in pay.

Section 4.07 Pay Periods

The payroll period for City employees is bi-weekly. Paychecks will be direct deposited on the Friday following the close of the two-week payroll period. The City shall pay on an hourly or a salary basis, depending upon the position classification.

Section 4.08 Deductions

The City is required by law to make certain deductions from every employee's paycheck for Federal Income Tax, Missouri Income Tax, Social Security, and Medicare. In addition, the employee may authorize deductions for other City sponsored purposes as approved by the City Manager.

Section 4.09 Hours of Work

The normal and standard work week for full-time employees shall be as follows:

GENERAL EMPLOYEES. Forty (40) hours per seven (7) day period.

FIRE EMPLOYEES. Two hundred twelve (212) hours per twenty-eight (28) day period.

POLICE EMPLOYEES. Eighty-six (86) hours per fourteen (14) day period.

The above hours include both hours worked and holiday hours.

However, this statement shall not be construed as a guarantee of any minimum number of hours of work or a limitation of the number of hours which the City may require an employee to work if conditions necessitate additional hours of work.

New employees and present employees of the City are to be advised by the Department Director of the hours and days of work of the department and those to which the employee is assigned. If reporting hours are not followed, employees may be subject to disciplinary action.

The workweek shall be defined as the seven-day period, starting on Monday, and running through Sunday, unless otherwise directed by the City Manager. Mandatory scheduled lunch breaks will automatically be deducted from the workday for timeclock keeping purposes.

Section 4.10 Time Reporting

(a) All employees (exempt and non-exempt) must keep records of all hours worked and leave time taken and, where appropriate, hours credited to projects. Timesheets for this purpose will be provided by the City.

(b) Time records must be signed by both the employee and the employee's immediate Supervisor prior to each payroll. It is recommended in some departments that these forms be completed after each day's work to maintain an accurate and comprehensive record of the actual time spent on projects.

Section 4.11 Increases in Compensation (Raises)

(a) Raises in any employee's compensation shall be determined from time to time and/or each fiscal year by the Department Director and finalized approval by the City Council. No promise of compensation by any person or persons other than the approved authorities shall be valid or binding on the city. No bonuses or other compensation may be given for work already performed. All approved raises shall become effective no earlier than the first day of the next pay period.

(b) Across the Board Increase. Across the board increases, if approved by the City Council, shall be subject to funding availability and may be given in either flat dollar or percentage amounts. Normally, these increases will be effective at the beginning of the next fiscal year unless otherwise determined. All positions listed in the pay plan are eligible for across-the-board increases.

Section 4.12 Promotion Policy

When an employee is selected for open positions, the following qualifications will be considered:

1. The employee's skills, abilities, and past performance.
2. The employee's physical and mental qualifications.
3. Disciplinary record.
4. Attendance record.
5. Length of service with the City.

Where an employee is promoted to a higher-rated job with a higher wage schedule, unless specifically authorized, the entrance rate shall be the lowest step in the higher salary schedule that will provide an increase over the rate received immediately prior to such promotion.

In all cases, assigned salaries shall conform to the current salary schedule for that position.

The City will endeavor to fill open positions by promotion within the City if in the best interest of the City of Neosho.

Section 4.13 Additional Compensation

(a) Allowances. Allowances are compensation amounts paid monthly or annually to employees for the use of personal items and/or vehicles for the benefit of the City. Allowances will be pro-rated based on time in the position.

- (1). Allowances that are provided as reimbursement for the purchase or replacement of work-related items, materials, or supplies, including tools and uniform items, will not be added to the employee's hourly rate.
- (2). Allowances are a flat rate and are not adjusted by across-the-board increases.

Section 4.14 Overtime/Compensatory Time

(a) All policies governing overtime/compensatory time shall follow the requirements of the Fair Labor Standards Act (FLSA).

(b) Non-exempt employees are eligible for overtime or compensatory time only with prior approval of their immediate supervisor.

(c) Overtime/compensatory time will be given for employees working more than 40 hours per workweek, or other work periods as required for departments to follow FLSA.

(d) Paid time off will not be considered hours worked for purposes of computing overtime/compensatory time.

(e) No employee is eligible to receive both holiday pay and overtime/compensatory time during the same working shift.

(f) Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate including specialty pay.

(g) Compensatory time. Based on departmental needs, an employee may receive, in lieu of overtime compensation, compensatory time off at a rate of one and one-half (1½) hours for each hour worked for which overtime compensation would otherwise be required by this section.

- (1). "Compensatory time" and "compensatory time off" mean hours during which an employee is not working but receives paid time off at the employee's regular rate.
- (2). Employees shall be permitted to use accrued compensatory time within a reasonable time period after it is requested unless doing so would unduly disrupt the operation of the City.
- (3). Upon termination, or reclassification to a FLSA-exempt classification, accrued compensatory balances will be paid to the employee. Payment will be at the hourly rate of pay being received on the date of termination or reclassification.

(h) Travel Time. Compensation for travel time will be paid in accordance with the Fair Labor Standards Act (FLSA) travel time guidelines. However, the City will compensate the driver and passenger in the same manner for travel time, which is slightly more generous than what is required under FLSA.

(i) The City of Neosho's policy concerning total comp time limits shall be as follows:

1. Employees - Exempt 0 Hours
2. Employees - Non-Exempt 80 hours
3. Emergency, Public Safety- Police Department 86 hours
4. Emergency, Public Safety- Fire Department 120 hours

Section 4.15 On-Call Pay

In some departments, it is necessary to have an employee(s) who is designated or assigned to be "on-call" for emergency purposes. This on-call policy has been established to ensure that qualified City employees are available to respond to possible emergencies that may threaten the welfare of the City of Neosho.

(a) Compensation shall be compensated at a rate determined by the annual budget for each hour they are on call. Calculation for on-call time will be as follows:

On Call Monday - Friday= 8 hrs. of straight pay
On Call Saturday & Sunday= 8 hrs. of straight pay
On Call on Holidays = 8 hrs. of straight pay

(b) Employees who are on-call must be reachable by phone or text or carry a city issued device. On-call employees must remain sober and be able to respond to their workplace. Each department head will designate their own response time within a reasonable timeframe.

Section 4.16 Call-Back

When a situation arises and it becomes necessary to "Call-Back" within 12 hours after their regularly scheduled shift is completed and outside their regular work schedule, that employee shall receive a minimum of one (1) hour compensation in the form of overtime or compensatory time at one (1) and one-half (1/2) times the regular hourly rate. This applies to permanent-regular full-time employees only.

This will not apply to employees who are required to appear in court as a part of their duty on their days off, or to attend court on their unscheduled work shifts. Employees who are required to attend court on their off-duty days or unscheduled work shift shall receive a minimum of one (1) and one half (1/2) hours of compensation in the form of overtime or compensatory time at one (1) and one half (1/2) times the regular hourly rate. Days or times

absent from work shall not be considered in calculating this time. No employee is eligible to receive both holiday pay and call-back pay during the same working shift.

Section 4.17 Emergency Situations

In the event of catastrophe or extreme emergency where the health, welfare, or safety of the public is threatened, or where lives and/or property are endangered, a Department Director or their designate may require employees to report for work for extended periods.

The Emergency Management Director of the City of Neosho shall oversee all natural or chemical emergency situations.

During these extreme situations, management may require employees to perform tasks that are not reflected in their job descriptions. In these situations, the appropriate Department Director reserves the right to employ such persons as may be needed for the duration of the emergency.

Section 4.18 Break Periods

(a) All employees who are scheduled for, and work, an eight (8) hour workday are entitled to a fifteen (15) minute break in their first (1st) four (4) hour period and a fifteen (15) minute break in the second (2nd) four (4) hour period.

(b) Break periods will be scheduled by the supervisor or Department Director at appropriate times not to interfere with City services.

(c) Fire employees shall have break periods totaling one (1) hour.

Section 4.19 Lunch Periods

(a) Generally, scheduled lunch periods for employees are up to one (1) hour. It is the responsibility of the Department Head to schedule lunch periods with their employees. All employees must be completely relieved from duty for their lunch break. If the employee eats lunch at their desk while performing duties, then they must be paid for that time. Employees are not to be compensated for working through their lunch break unless previously authorized by their supervisor or Department Director and the employee can be subject to corrective action for working during their meal break without prior authorization.

(b) Certain jobs require eight (8) hours straight work. In these instances, lunch breaks will be considered work time. Jobs meeting this category must be pre-approved in writing by the City Manager and Department Directors.

(c) Those departments whose staffing requirements call for twenty-four (24) hour service shall have lunch periods of one (1) hour.

Section 4.20 Exemptions from FLSA

(a) Certain executive, administrative, and professional employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this assumption in mind.

(b) Each City position description shall designate whether persons hired in that classification are exempt from or covered by (non-exempt) the overtime provisions of the FLSA.

(c) If an exempt employee is suspended for less than two days, there shall be no deduction from the employee's compensation.

(d) Improper deductions from the pay of exempt employees are prohibited. If an exempt employee believes that an improper deduction from their salary has been made, a complaint should be made to the Human Resources and Finance Director and then reviewed by the City Manager. The complaint will be investigated and upon a finding that an improper deduction was made, the exempt employee will be reimbursed in the amount of the improper deduction and the City will make a good faith effort not to make future improper deductions.

Section 4.21 Personal Telephone Calls

The use of City's phones by employees for personal matters is to be discouraged. Personal calls should only be made on the employee's personal time, such as lunch or break periods.

Employees are discouraged from using personal cell phones while on duty. Personal cell phone usage should be limited to meal breaks or emergency situations. City employees are discouraged from using cell phones while driving a city vehicle.

Section 4.22 Bulletin Boards and Notices

(a) Each Department shall have a designated bulletin board. All notices which affect employees shall be posted.

(b) No handbills or notices may be distributed or posted on City property without the approval of the City Manager.

Section 4.23 Safety

Employees are expected to follow safe working practices and safety procedures in conformance with City policy. Every employee is expected to perform their job in an efficient and effective manner with the utmost consideration for their own personal safety and other employees working nearby.

If an employee should encounter conditions which are felt to be questionable regarding personal safety or endangering the health or well-being of a group of employees, the employee shall immediately report such a problem to the immediate supervisor.

The City shall have a "Safety Committee" which shall review all employee accidents and annually review safety procedures within each Department.

Section 4.24 Belongings Lost While on Duty

When an employee shall suffer the damage or loss of required wearing apparel or other personal effects as the result of an on-the-job accident, they shall immediately report such damage or loss to the City Manager through their Department Director in memorandum form. Determination regarding whether the payment should be made for the cost incurred because of such accident shall be made by the City Manager.

Section 4.25 Pecuniary Interest

(a) No employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale of City land, materials, supplies or services on behalf of the City.

(b) Employees of the City shall keep free of any obligation by refusing to contract with any person/business currently or potentially serving the City of Neosho.

Section 4.26 False Affirmations

No person shall willfully make any false statement, certificates, mark, rating, or report regarding any test, certification, or appointment under the provisions, rules, and regulations made pursuant to the City Charter, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such provisions, rules, and regulations of the City Charter.

Any person who willfully violates any provisions of the City Charter Section 11.03 City of Neosho, MO General Provisions (ecode360.com) shall there by forfeit any office, position, or employment with the City and unless otherwise punishable, shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00), or by imprisonment for not more than thirty (30) days, or both.

Chapter 5. **Employee Leave**

Section 5.01 Definitions

(a) Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid as authorized by the Department Director or City Manager.

(b) An unauthorized absence is when the employee is absent from regular duty without permission of the Department Director. Employees are not paid for unauthorized absences and may lead to disciplinary action, up to and including termination.

Section 5.02 Approval of Leave

(a) All leave taken by City employees must be approved in advance by the employee's Supervisor. The City may designate forms requesting such leave.

(b) Supervisors are responsible for determining that leave has been accrued and is available for use in the amounts requested by an employee. In addition, Supervisors are responsible for ensuring that all vacation and sick leave usage is recorded on the employee's timesheet.

Section 5.03 Holidays

(a) The City provides paid holidays to all full-time employees including new employees who are still in their new hire probationary period. Part-time employees are extended official holidays without pay. Holidays are days designated by the City when City offices are closed on what otherwise would be regular business days.

(b) The following official holidays will be observed:

- New Year's Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Memorial Day – Last Monday of May
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Day after Thanksgiving Day – Friday immediately following Thanksgiving
- Christmas Eve – December 24th
- Christmas Day – December 25th

(c) Holidays occurring on Saturday normally will be observed on the preceding Friday and holidays occurring on Sunday will normally be observed on the following Monday;

excluding the Police Department, Fire Department, and Golf Course who will observe the holiday on the exact date.

(d) All full-time employees shall be eligible for holiday compensation provided the employee is not absent without authorized leave on the day preceding and/or following a holiday, in which case they shall not be eligible for holiday pay.

(1). Regular employees shall have worked their last regularly scheduled shift in the work week including or immediately preceding the holiday and the first (1st) regularly scheduled shift in the work week including or immediately following the holiday to be eligible for a paid holiday.

(2). Authorized/approved compensation time and vacation time will still get holiday pay.

(e) Personnel having a regularly scheduled shift off on a holiday shall be compensated eight (8) hours for an 8-hour shift, twelve (12) hours for a 12-hour shift or twenty-four (24) hours for a 24-hour shift. All other full-time employees who work a shift amount that is not specified here will be compensated for the holiday in the amount of their regular shift hours.

(f) Personnel who work on a holiday shall be compensated in lieu of actual time off at the rate of eight (8) hours' time and one half pay for an 8-hour shift, twelve (12) hours' time and one half pay for a 12-hour shift, and twenty-four (24) hours' time and one half pay for a 24-hour shift.

(g) Public Safety personnel shall be allowed to accrue five (5) twelve (12) hour holidays for Police or twenty-four (24) hour holidays for Fire as "banked" time in lieu of pay; banked holidays will not be eligible for payout. All other full-time employees who work a shift amount that is not specified here will be compensated for the holiday in the amount of their regular shift hours.

(h) On any other day or part of a day during which the City shall be closed by special proclamation of the City Council, the employee shall be eligible for the holiday pay in accordance with the above.

(i) Part-time employees are not paid for holidays except for holiday hours worked at their regular rate.

(j) An employee who is absent without approved leave immediately preceding or following a holiday may be required to provide a note from a licensed medical professional. The note and circumstances surrounding the unapproved leave will be reviewed, however, the City could still determine that the employee will not be paid for the holiday.

(k) Employees wishing to observe religious or other holidays not listed herein shall at their option be given time off without pay or have the time charged to vacation, personal day, or holiday leave time, if available.

(l) **Work During Holidays.** It is not always feasible to grant holidays at the scheduled time, especially for employees who are assigned shifts on an “around the clock” operation. With the approval of the Department Director, who finds it a business necessity to do so, may direct some or all employees of the department to report for work on a holiday. Non-exempt employees required to work on holidays will be paid time and a half (1.5) times their regular rate of pay in addition to receiving holiday pay equivalent to a standard workday.

(m) If an official holiday falls within a regular employee’s vacation, the employee will be granted the holiday and not charged for a day of vacation or time off paid.

Section 5.04 Vacation Leave

(a) Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when accrued sick leave is exhausted, inability to travel to work because of inclement weather or for other purposes.

(b) Employees are expected to submit their preferred vacation schedule to the appropriate Supervisor at least two (2) weeks in advance to avoid any scheduling problems that may develop. Whenever possible, vacation time will be granted at the convenience of the employee; however, Department Directors must be certain that vacations do not interfere with the normal functions and activities of departmental operations. Departments may have departmental policies concerning the scheduling of vacation. Vacation time requests, if not requested in advance, may be denied. Vacation leave for Department Directors will be approved by the City Manager.

(c) Vacation leave can be requested and used in one (1) hour increments for non-exempt employees if earned compensation is unavailable. For employees who are exempt from FLSA under the executive, administrative, or professional categories, accrued vacation leave will be used in four (4) hour increments for a partial day’s absence on approved vacation leave.

(d) **Accrual.** Employees will accrue vacation leave according to the following schedule:

(1). Non-Exempt Employee Vacation Leave

Employees may accrue vacation days on a "per pay period" basis. Full-time, qualified general employees shall accrue vacation time at the following rates:

1 to 6 years	80 hours per year	6.67 hours per month	Capped 80 hours
7 to 14 years	120 hours per year	10.00 hours per month	Capped 120 hours
15 years and up	160 hours per year	13.34 hours per month	Capped 160 hours

(2). Full-time, qualified **police** employees shall accrue vacation time at the following rates:

1 to 6 years	86 hours per year	7.17 hours per month	Capped 86 hours
7 to 14 years	129 hours per year	10.75 hours per month	Capped 129 hours
15 years and up	172 hours per year	14.33 hours per month	Capped 172 hours

(3). Full-time qualified **fire** employees shall accrue vacation time at the following rates:

1 to 6 years	120 hours per year	10.00 hours per month	Capped 120 hours
7 to 14 years	168 hours per year	14.00 hours per month	Capped 168 hours
15 years and up	216 hours per year	18.00 hours per month	Capped 216 hours

(e) No vacation time shall be taken during the probationary period of employment except in those cases of extreme hardship or unforeseen circumstances as approved by the Department Director and City Manager. Vacation rates will begin accruing but not eligible until the end of the probationary period.

(f) If an employee voluntarily resigns or is discharged during the first twelve (12) months of employment, no payment will be made for accrued vacation time.

If an employee resigns in good standing, they shall receive payment for all vacation hours accrued as of the day of separation. A ten (10) day notice of voluntary resignation

is required per the City of Neosho's Resignation Policy. In cases of death, the compensation shall be paid to the employee's estate.

(g) No vacation time shall be carried into the new anniversary year.

Vacation time shall not exceed the allowed maximum earned vacation hours at any point in time during the year. Example: Jane Doe has been employed for 3 years earning 80 hours of vacation time per year. Jane should only have 80 hours or below accrued in any given year.

If the budget allows, vacation time can be paid out with the pre-approval of the department director and City Manager and not exceeding forty (40) hours.

(h) When an employee transfers to another position within the City, unused accrued vacation leave shall not be lost and will continue to be available for use.

(4). Exempt Employee Vacation Leave

Exempt Management Employees shall accrue vacation days on a “per pay period” basis. Full-time, exempt management employees shall accrue vacation time at the following rates:

1 to 6 years	120 hours per year	10.00 hours per month
7 to 14 years	160 hours per year	13.33 hours per month
15 years and up	200 hours per year	16.67 hours per month

If an employee resigns in good standing, they shall receive payment for all vacation hours accrued as of the day of separation. A 30 (thirty) day notice of voluntary resignation is required per the City of Neosho’s Resignation Policy. In cases of death, the compensation shall be paid to the employee’s estate.

Requests for vacation leave shall be submitted to the City Manager or in the case of the City Manager to the Mayor. No exempt employee shall take their vacation without prior permission as set forth above.

Exempt employees will be required to schedule a one (1) week vacation once per year.

Should a City recognized holiday fall on a vacation day, that day shall not be charged as a vacation day.

When an employee transfers to another position within the City, unused accrued vacation leave shall not be lost and will continue to be available for use.

Should an employee exhaust all accrued sick leave, they may use accrued vacation for sick leave at their option and with the approval of the City Manager.

Section 5.05 Sick Leave

The intent of sick leave is to prevent a loss of income to an employee who is absent due to an injury or illness which is not job related. Should such an injury or illness occur to an employee, continued income should be insured using sick leave. Sick leave may be allowed in the case of medical appointments, personal illness, physical incapacity of an employee or the employee's immediate family. The sick leave policy is as follows:

- (a) General employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Fire employees shall accrue twenty-four (24) hours sick leave per month.
- (c) Police employees shall accrue twelve (12) hours sick leave per month.
- (d) Accumulation of sick leave shall not exceed 720 hours for general employees. Sick leave accumulation shall not exceed 968 hours for police employees. Sick leave accumulation shall not exceed 2160 hours for fire employees.
- (e) An employee shall be eligible to accrue sick leave from the first date of employment, but not during any period of suspension without pay. However, any part-time or temporary/seasonal employee retained as a permanent full-time employee without a break in service will accrue sick leave from the date of full-time employment.
- (f) Sick leave shall not be advanced against accrual.
- (g) Sick leave will not accrue if an employee is on an unpaid leave of absence.
- (h) An employee is required to notify their supervisor prior to the time the work period begins, the reasons for any absence. The failure to report to work or to notify the immediate supervisor without approval may subject the employee to loss of sick leave pay for time used or disciplinary action.
- (i) When an employee resigns, is discharged, or retires, no payment will be made for accrued sick leave. All sick leave will be turned back to the City.
- (j) Sick leave shall be accrued by all full-time employees at the rate of 3.7 hours per pay period. Sick leave begins accruing immediately for all new full-time employees. Part-time employees are not eligible to accrue sick leave.
- (k) After an employee's accumulated sick leave has been exhausted, accrued vacation leave may be used as sick leave with approval of the employee's Department Director, provided there has been no abuse of sick leave and that all provisions of the sick leave policy are met. When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued.

(l) Full-time non-exempt employees are charged with one (1) hour of sick leave for each full or partial hour they are absent on approved sick leave.

(m) Employees who are absent due to illness for three (3) or more consecutive days shall be required to provide their Supervisor with sufficient documentation from a licensed medical professional. At the discretion of the Supervisor, documentation for any sick leave taken can be requested, regardless of the amount of sick leave taken.

(n) A Supervisor shall be responsible for notifying the Human Resources Department when an employee is absent due to illness for more than three (3) consecutive workdays so the time may be evaluated for family and medical leave status (FMLA). If an employee is taking FMLA medical leave, the employee's accrued sick leave will be debited for the leave taken.

(o) Human Resources, Department Directors, and Supervisors are authorized to undertake any investigations of sick leave claimed by an employee that they may deem necessary or to disapprove any claims not properly substantiated.

(p) An employee who is released by an examining licensed medical professional to return to regular duty and refuses to report for work or perform his assigned duties is subject to disciplinary action, up to and including termination.

(q) An employee who has exhausted all available leave balances may request a leave of absence without pay or Family Medical Leave under the Family Medical Leave Act.

Section 5.06 Care Leave

To establish a Care Leave Program to provide supplemental paid leave to employees who have exhausted all their accrued leave time (including vacation, sick, and compensatory time) due to a personal illness or injury which is life threatening or catastrophic. The requesting employee or designee will be responsible for obtaining the doctor's certificate and completing paperwork to be submitted for the leave provided herein, to the Care Leave Committee. The Care Leave Program created under this policy is a privilege which may be terminated without cause at the discretion of the City Manager at any time. Nothing contained herein shall be construed to give any employee a right to Care Leave benefits. A denial of Care Leave by the Care Leave Committee is not a denial of any right, and therefore the requesting employee may not appeal the decision to the City Manager. Nothing contained herein shall limit or add to the rights of an employee under the Family Medical Leave Act. The Care Leave program is employee initiated and employee led by use of donating accrued vacation and earned compensation time. Only active employees who have been with the City of Neosho for at least six (6) months are eligible to donate or receive.

(a) Definitions

As used in this policy, the following terms shall have the meaning set out as follows per 36.350, RSMo:

- (1). **Care Leave Committee:** A committee of three members; the Human Resources Director, Director of Finance, and City Clerk. The City Manager will authorize all final decision making.
- (2). **Care Leave Benefits:** A pool of leave hours donated by eligible employees that may be conveyed from the pool to other eligible employees.
- (3). **Donor/Recipient:** Employees eligible to donate or receive to the ShareLeave pool are those employees that are employed in positions of a permanent or continuing nature and who have completed six (6) months of service.
- (4). **Life Threatening or Catastrophic:** One which is life threatening, terminal, or likely to result in a substantial permanent disability.
- (5). **Pool:** A City-wide accumulation of voluntary City employees' contributions of vacation and/or earned comp time. All contributions will go to the Care Leave Pool and cannot be made to specific individuals.
- (6). **Donation:** Employees may donate leave annually and the Care Leave Pool is not to exceed 1000 hours at any given time.

(b) Eligibility and Criteria for Care Leave Benefits

Any permanent full-time employee shall be eligible for Care Leave under the conditions as follows:

- (1). Recipient employee or employee's immediate family member must have experienced an unforeseen catastrophic illness or injury. Documentation must be provided to demonstrate the spouse or children have experienced catastrophic illness or injury requiring the employee's personal care and attention. The final decision concerning the granting of leave under this section rests with the committee.
- (2). The requesting employee is not on unpaid disciplinary status.
- (3). Employees eligible to receive disability benefits from the state of Missouri are not eligible for donated leave.
- (4). The requesting employee has exhausted all accrued leave.
- (5). The requesting employee need not have contributed to the Care Leave fund to be eligible for Care Leave.
- (6). The requesting employee has not exceeded for any qualifying injury or illness, the maximum amount of time for the fund.
- (7). An employee receiving donated leave is credited with additional leave earnings during the period.

- (8). The requesting employee has not abused or misused sick leave in the past calendar year. The Human Resource Department will review the employee's sick leave usage with the employee's supervisor and /or Director prior to the committee's review and report the findings to the Committee.
- (9). All donations of eligible leave are voluntary. No employee may intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this program. Individual leave records that apply to ShareLeave are confidential and no individual employees are to receive remuneration of any kind for leave donated.

(c) Method to Donate to the Fund

Employees may donate to the Care Leave pool by submitting a Care Leave Donation Form to the Human Resources Director. The Human Resources Director shall forward a copy of the form to the Care Leave Committee. Contributions made to Care Leave shall not subsequently be returned to the donor, except as a care leave recipient under this policy. All Care Leave donations, once designated to the Care Leave pool may not be subsequently designated or modified by the donor.

(d) Method to Request Leave from the Care Leave Pool

An eligible employee or a designated representative (i.e., spouse, or an immediate relative or legal guardian) may request Care Leave from the pool by submitting a Care Leave Request Form to the Human Resources Director. The Human Resources Director shall, upon receipt, forward a copy to the Care Leave Committee. A physician's statement, describing the illness or injury, must accompany the request for Care Leave and must include the diagnosis of the illness or injury, and a prognosis, including the estimated needed time away from work and whether the employee can work a modified work schedule. It should also state whether the disability will be permanent. If the disability is permanent, the Human Resources Director will work closely with the employee's retirement plan. Any failure to comply with these procedures may result in the denial of the Care Leave request based upon a finding of noncompliance.

(e) Compensation and Duties of Care Leave Committee

The Care Leave Committee shall be comprised of the Human Resources Director, Finance Director, and City Clerk with final approval on any decision by the City Manager. The Committee must agree to maintain all information on a confidential basis. Any breach of confidentiality will result in the committee member being excused and a replacement member will be appointed.

The Care Leave Committee shall have the responsibilities as follows:

- (1). To meet, as needed, to review all applications for Care Leave, and after determining the employee is eligible, to either approve or disapprove the request for leave as requested in the application.

- (2). The decision of the Committee regarding any request for Care Leave shall be final. No appeal to the City Manager will be considered.
- (3). Monitor the Care Leave pool balances and determine the amount of Care Leave employees will be eligible to receive as established in this policy.
- (4). The Care Leave Committee shall have the right and duty to issue any necessary interpretations or clarifications of the Care Leave Program and shall recommend any policy changes for the City Manager's or designee's consideration.
- (5). Maintain confidentiality of all matters and maintain nondiscriminatory actions in the administration of the program.

(f) Human Resources Responsibility

- (1). Secure adequate medical documentation from the employee which justifies whether the illness is life threatening, catastrophic, or resulting in a permanent disability thereby initiating application to the employee's retirement plan.
- (2). Verify the exhaustion of the leave time for the requesting employee. Exhaust any leave balances that may accrue while an employee is utilizing the Care Leave Program.
- (3). Maintain appropriate leave records for donors and recipients of Care Leave.
- (4). Maintain records of all denials or disapprovals of Care Leave requests.
- (5). Maintain records of all pool balances.
- (6). Forward each Care Leave Request Form and supporting documentation, with a recommendation as to whether the employee meets the above eligibility requirements to the Care Leave Committee.
- (7). Notify the employee of approval or disapproval to receive Care Leave.
- (8). Notify the Care Leave Committee immediately upon becoming aware of when a Leave recipient's medical emergency terminates.

(g) Criteria for Approving/Disapproving Care Leave Requests

The Care Leave Committee shall consider the following criteria in the awarding of Care Leave benefits.

- (1). The maximum benefit which can be authorized is for one (1) employee for one (1) instance of eligibility is limited to the equivalent of three (3) months of regular salary if the donated hours are available.

- (2). The Committee shall determine the amount of leave to be allocated to any recipient by ascertaining the recipient's proportionate share from the pool balances available during the awarding period and the number of eligible recipients, provided no recipient exceeds the maximum amount provided under the policy.
- (3). If the recipient's proportionate share of the pool balances cannot accommodate the amount of time the employee is eligible to receive, then the differences may be carried over to subsequent months which cover the time for which the employee is medically determined eligible. The employee may not roll over more than the amount of time the employee is eligible to receive.
- (4). The Care Leave Committee has the right to require an updated medical statement from an employee as needed to fulfill the purposes in this policy.
- (5). Any amount of Care Leave granted for the month, but not needed, will be returned to the pool.
- (6). Employees may accrue vacation, sick leave or holiday credits while using donated leave. All accrued time, on the books, must be exhausted before the Care Leave will cover the leave time.
- (7). An employee who uses Care Leave from the pool is not required to pay back the time received to the Care Leave Fund.
- (8). Care Leave Request forms and Care Leave Donations forms will be available from your supervisor.

Section 5.07 Bereavement Leave

Full-time employees who suffer the loss of an immediate family member (spouse, parents, stepparents, children, stepchildren, foster children, brothers, sisters, parents-in-law, brothers/sisters in-law, grandchildren, grandparents, sons/daughters-in-law, aunts, and uncles) will be granted up to twenty-four (24) hours of Bereavement Leave with pay per occurrence. This benefit may also be granted in the case of the loss of any other relative living in the household. Employees may be authorized to extend their bereavement leave with their own personal sick leave accruals. Department Directors may require satisfactory documentation of eligibility and the relationship of the employee to the deceased (i.e.: spouse, parent, sibling, etc.). Any accumulated leave can be used for a reasonable time beyond the initial funeral leave, with the approval of the Department Director and City Manager.

Section 5.08 Time Off to Vote

The City encourages all employees to vote. It is the policy of City to comply with all state election law requirements (§115.639 RSMo.) with respect to providing employees, where

necessary, with time off to vote. If an employee has three (3) consecutive hours either between the opening of the polls in their community at the beginning of the workday or between the end of the workday and the closing of the polls, the employee will be deemed to have sufficient time outside their normal working hours within that time period to vote. If an employee has less than three (3) consecutive hours, they may take off as much working time as will, when added to their voting time outside normal working hours, enable such employee to vote. Typically, one hour is given to an employee to vote if normal working hours interfere with the employee voting prior to or after work.

For nonexempt employees, however, not more than three (3) hours of working time taken shall be paid, and such time shall be taken only at the beginning or end of the employee's workday as designated by the employee's supervisor.

Employees requiring working time off to vote will be required to notify their supervisor prior to the day of the election when time off to vote will be required.

Section 5.09 Jury Duty and Witness Leave

The City may provide a leave of absence with pay to full-time employees in the following cases:

(a) **Jury Duty:** Special leave will be granted to an employee to serve when called to Jury Duty. Pay received from the court for jury duty shall be returned to the City. The employee shall keep expense reimbursement. The City will pay employees serving on jury duty their regular salary for a period not to exceed eighty (80) hours per year.

(b) **Witness Leave:** The employee is approved for Witness Leave only when they are served with a legitimate subpoena. If the employee receives remuneration for witness leave, they must turn this remuneration over to the City Finance Director.

Section 5.10 Military Service Leave

(a) Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, National Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use granted military leave, accrued vacation, or personal leave for this purpose.

(b) Employees may receive a leave of absence not to exceed 120 hours in a calendar year (October-September) for participation in annual training in the National Guard or Reserve Armed Forces. A copy of official orders requiring such training must accompany requests for such leave. Employees shall receive regular compensation for this period of military leave. Such military training leave shall not be deducted from vacation leave unless it exceeds the 120-hour allowance.

(c) Any full-time employee who applies for, performs, or is called for military service shall, upon termination of his active service, be entitled to return to the City service at a level equivalent to the position held on their departure. Individuals will be required to return to the City service within thirty (30) days after receiving an honorable discharge from military service.

(d) The City complies with all requirements of USERRA.

Section 5.11 Maternity / Parental Leave

As required by the 1978 amendments to Title VII of the Civil Right Act of 1964, pregnancy and pregnancy related conditions shall be treated the same as any other illness or short-term disability.

(a) Parental Leave may be used in the event of:

- (1). Birth of a child or to care for a child (must be taken within twelve months of the birth).
- (2). The adoption or foster care of a child (must be taken within twelve months of the adoption or placement in foster care).

(b) Maternity/Parental Leave is unpaid; however, an eligible employee may use accumulated sick leave or vacation time. Maternity/Parental leave also qualifies for Family Medical Leave.

Section 5.12 Family and Medical Leave

The City will comply with the federal Family and Medical Leave Act (FMLA) by providing twelve work weeks of unpaid, job protected leave to eligible employees. FMLA allows eligible employees up to twelve workweeks of FMLA leave per year if they have worked at least 12 months and have physically worked at least 1,250 hours in the 12 months preceding the leave.

For purposes of calculating FMLA eligibility, the annual period will be twelve (12) months from the date the employee last exercised FMLA benefits. FMLA leave may be used for:

- (a) Employee's own illness; or
- (b) To care for a sick family member (spouse, child, parent, stepparent; but not sibling or parent-in-law); or
- (c) To care for the employees newly born or adopted child; or
- (d) Leave made necessary by a spouse, child, or parent's active-duty military service or call-up; or

(e) To care for a spouse, parent, child, or next-of-kin, who is unable to continue military service due to a serious service-related injury or illness (up to five years from separation from military service).

FMLA leave is unpaid, and seniority and benefits do not accrue during such leave. Employees will continue to receive healthcare coverage during FMLA leave but must reimburse the City for the employee's contribution upon returning to work or separating from the City.

An employee is entitled to a total of twelve workweeks of FMLA-covered leave within a rolling twelve-month period, measured backward from the date of the most recent request for a covered leave of absence. This means that each time an employee requests a leave under the provisions of this policy, the available time for a leave of absence will be the balance of the total twelve workweeks that has not been used during the twelve-month period immediately preceding the commencement of leave.

During FMLA leave, the employee must use the employee's accrued sick leave and vacation leave, with any remaining portion of the 12-week period being unpaid.

Unused annual leave, compensatory time, and sick leave benefits earned prior to taking unpaid FMLA leave are not lost, but additional benefits do not accrue during unpaid leave.

To take FMLA leave, you must provide the City with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the City Administrator at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next workday). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the City Administrator as soon as you can.

Section 5.13 Temporary Transitional Duty (Return to Work)

It is the purpose of this policy to establish the authority for temporary transitional duty assignments and procedures for granting temporary transitional duty to eligible employees. Temporary transitional duty assignments, when available, are for employees who, because of injury, illness, or disability, are temporarily unable to perform their regular assignments but who can perform alternative assignments. Use of temporary transitional duty can provide employees with an opportunity to remain productive and return to work before they have reached maximum medical improvement. This provides a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of this City that eligible personnel be given a reasonable opportunity to work in temporary transitional duty assignments where available and consistent with this policy.

(a) **Eligible Personnel:** For purposes of this policy, any employee suffering from medically certified illness, injury or disability requiring the treatment of a licensed health-care provider and who, because of injury, illness, or disability, is temporarily unable to perform the regular assignment but can perform temporary alternative assignments.

(b) **Maximum Medical Improvement:** The point at which an injured employee has received the maximum therapeutic benefit from medical treatment.

(c) Temporary transitional duty positions are limited in number and variety. Therefore, personally injured or otherwise disabled in the course and scope of employment shall be given preference in initial assignment to transitional duty.

(d) Assignments may be changed at any time if deemed in the best interest of the employee or the city while keeping within the medical restrictions; and

(e) Eligibility to participate in the program will cease when the employee has reached maximum medical improvement.

(f) This policy in no way affects the privileges of employees under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other Federal or State law.

(g) No specific position within this City shall be established for use as a temporary transitional duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary transitional duty.

(h) Transitional duty assignments are strictly temporary and normally should not exceed 90 days in duration. After 90 days, employees on temporary transitional duty who are not capable of returning to their original duty assignment shall:

- 1) request an extension of temporary transitional duty (not to exceed an additional 90 days), with supporting documentation to the program coordinator; or
- 2) pursue other options as provided by employment provisions of this City or Federal or State law.

(i) Law enforcement personnel on temporary transitional duty are prohibited from engaging in outside employment in which they may reasonably be expected to perform law enforcement functions for which they have been determined physically or mentally unable to perform on behalf of this City and that forms the basis for their temporary transitional duty assignment.

(j) Depending upon the nature and extent of the disability, law enforcement personnel on temporary transitional duty may be prohibited or restricted from wearing the departmental uniform, carrying the service weapon, or otherwise limited in employing police powers as determined by the agency chief executive so long as such limitation is consistent with the provisions of (e) and (f) of this policy.

(k) Transitional duty assignments shall not be made for disciplinary purposes.

(l) Employees may not refuse temporary transitional duty assignments that are supported by and consistent with the recommendations of a City selected physician. The City may interpret failure to accept and perform transitional duty work as a resignation unless the employee has pursued other options as provided by the employment provisions of this City or Federal or State law.

(m) When an employee has reached maximum medical improvement as determined by a City selected physician, an assessment by the personnel authority will be made regarding the employee's ability to perform regular job duties or the duties of a different job with or without a reasonable accommodation.

(n) Temporary transitional duty assignments may be drawn from a range of areas that include but are not limited to the following:

- i) *administrative projects (e.g., report review, special projects),*
- ii) *clerical functions (e.g., filing,)*
- iii) *desk assignments (e.g., booking officer, bookkeeping),*
- iv) *communications (e.g., complaint taker),*
- v) *inspections (e.g., sidewalks, street signs, buildings, equipment),*
- vi) *updating (e.g., MSDS at various locations),*
- vii) *painting (e.g., fire hydrants, park benches & equipment),*
- viii) *community relations (e.g., police and fire community awareness visits),*
- ix) *volunteer work at city supported charities (e.g., united way, senior centers).*

(o) This City's personnel authority shall maintain an inventory of available job assignments that may be used for temporary transitional duty.

(p) Decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills, and abilities; availability of transitional duty assignments; and the physical limitations imposed on the employee by the City selected physician.

(q) Every effort shall be made to assign employees to positions consistent with their position and pay classification. However, where deemed appropriate, personnel may be assigned to positions within other departments and positions designated for personnel of lower rank or pay classification. Employees thus assigned shall:

- (1). Retain the privileges of their rank but shall answer to the supervisor of the unit to which they are assigned regarding work responsibilities and performance; and
- (2). Retain the pay classification and related benefits of the position held prior to their assignment to temporary transitional duty as controlled by the employment provisions of the City.

- (3). For work related accidents, if the employee is not retained at the same pay classification of the position held prior to their assignment to transitional duty, workers' compensation temporary partial disability benefits may be available.

(r) **Work Related Accidents.** For work related accidents in which the employee is not immediately released to return to normal duty the following shall apply:

- (1). Immediately following treatment, the employee should report to their supervisor their condition and return to work status.
- (2). At the earliest possible opportunity, the employee will discuss the case with the physician concerning the course and scope of the treatment and the ability of the employee to perform transitional duty. The supervisor will then contact Human Resources to discuss the employee's transitional duty assignment.
- (3). Within the first three days following an accident the supervisor shall contact the employee and inquire into the employee's ability to return to work.
- (4). If the employee has not returned to work after three days, then Human Resources shall follow up with the physician's office and the employee to check the employee's transitional duty status.
- (5). If the employee is not able to return to work after three days, then the employee shall call their supervisor to discuss the employee's transitional duty status and present the work status report provided by the treating physician, immediately following each doctor's appointment.
- (6). If it is determined that the employee may be medically able to perform transitional duty, the essential functions of the transitional duty shall be identified by the supervisor and reviewed with the employee.

(s) Requests for temporary transitional duty assignments shall be submitted to the employee's immediate supervisor. Requests must be accompanied by a statement of medical certification to support a requested reassignment, which must be signed by the treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgment by the health-care provider of familiarity with the transitional duty assignment and the fact that the employee can physically assume the duties involved.

(t) The request for temporary transitional duty and the physician's statement shall be forwarded to the City's designated personnel authority, who shall make a recommendation regarding the assignment to the chief executive officer or his designate.

- (1). This City may require the employee to submit to an independent medical examination by a physician of the City's choosing. In the event the opinion of this City selected

physician differs from the foregoing health provider, the employee may request a third opinion at the employer's expense.

- (2). The employee and representatives of the City shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.

(u) An employee who has not requested temporary transitional duty may be recommended for such assignment by submission of a request from the employee's immediate supervisor. Such a request must be accompanied by an evaluation of the employee conducted by a competent medical authority expressing the need for temporary transitional duty or by a request/order for a medical or psychological fitness-for-duty examination.

- (1). Notice shall be provided to the employee of the proposed temporary transitional duty assignment together with justification for the recommendation.
- (2). The employee may challenge the proposed reassignment using established City grievance procedures.
- (3). Pending results of a grievance procedure, an employee may be reassigned if, in the opinion of the City's chief executive officer, failure to reassign may jeopardize the safety or health of the employee, other employees or the public.

(v) As a condition of continued assignment to temporary transitional duty, employees shall be required to submit periodic physical assessments of their condition as specified by the personnel authority.

Section 5.14 Absent Without Leave

Employees who are absent without leave for more than 24 hours after receiving written notice to return will be considered to have voluntarily resigned. Absence without leave includes any absence without prior approval or notification to the immediate supervisor in the event of illness or emergency. Written notice may be delivered by certified mail or in person by a City officer.

Section 5.15 Victims of Domestic and Sexual Violence

(a) An employee who is a victim of domestic or sexual violence or a family or household member who is a victim of domestic or sexual violence whose interests are not averse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address such violence by:

- (1). Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member.

- (2). Obtaining services from a victim services organization for the employee or the employee's family or household member.
- (3). Obtaining psychological or other counseling for the employee or the employee's family or household member.
- (4). Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- (5). Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

(b) Definitions:

- (1). "Abuse" means any physical injury, sexual abuse, or emotional abuse inflicted on a child other than by accidental means by those responsible for the child's care, custody, and control, except that discipline including spanking, administered in a reasonable manner, shall not be construed to be abuse. Victims of abuse shall also include any victims of sex trafficking or severe forms of trafficking as those terms are defined in 22 U.S.C. 78 Section 7102(9)-(10).
- (2). "Domestic violence" means abuse or stalking committed by a family or household member.
- (3). "Family or household member" means for employees with a family or household member who is a victim of domestic or sexual violence, a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a child, and persons jointly residing in the same household.
- (4). "Reasonable safety accommodation" means an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee, or their family or household member shall be considered in determining whether the accommodation is reasonable.
- (5). "Sexual assault" means causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, duress, or without that person's consent.

- (6). "Sexual violence" means a sexual assault and trafficking for the purposes of sexual exploitation.
- (7). "Trafficking for the purposes of sexual exploitation" means when a person knowingly recruits, entices, harbors, transports, provides, advertises the availability of or obtains by any means, including but not limited to through the use of force, abduction, coercion, fraud, deception, blackmail, or causing or threatening to cause financial harm, another person for the use or employment of such person in a commercial sex act, sexual conduct, a sexual performance, or the production of explicit sexual material as defined in section 573.010, without his or her consent, or benefits, financially or by receiving anything of value, from participation in such activities.
- (8). "Victim of domestic or sexual violence" means an individual who has been subjected to domestic violence, sexual violence, or abuse.
- (9). "Workweek" means an individual employee's standard workweek.

(c) Leave Time:

- (1). Employees are eligible to take unpaid leave if: (1) they are victims of domestic or sexual violence; or (2) they have a family or household member who is a victim of domestic or sexual violence. Employees will be required to provide the employee's supervisor with certification (described in subsection 6.12(e) below) of the need to take leave under this section. The amount an eligible employee may take of unpaid leave is as follows:

Number of Employees employed by City (includes any person performing work or service of any kind or character for hire)	Amount of Unpaid Leave Time During Any 12-month Period
1-19 employees	None
20 – 49 employees	1 workweek
50 or more employees	2 workweeks

- (2). The leave time stated above cannot extend the 12 workweeks allowed under the Family Medical Leave Act.
- (3). Leave time can be taken intermittently or on a reduced work schedule basis.
- (4). City shall maintain coverage for the employee and any family or household member under any group health plan for the duration of the leave and at the level and under the condition's coverage would have been provided if the employee had not taken

leave. If the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, sexual assault, or human trafficking, the City may recover from the employee the premium that the City paid for maintaining any group health plan while employee was on leave. If the employee fails to return to work for the reasons listed above, employee is required to provide the employee's supervisor with a certification and documentation as set forth in subsection 6.12(e) below.

- (5). Employee is entitled, on return from the leave, to be restored to the position employee held prior to when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
- (6). The City may require that employee provide periodic updates to the employee's supervisor on the status and intention of the employee to return to work while on leave.

(d) Process to Take Leave:

- (1). Employee shall provide employee's supervisor with at least 48 hours advance notice of the employee's intent to take leave under Sec. 6-12, unless providing such notice is not practicable.
- (2). If an unscheduled absence occurs, the City will not take action against the employee if the employee provides certification pursuant to subsection 6.12(e) below within 48 hours of the unscheduled absence or such other time period that the City deems reasonable.

(e) Certification – The employee must provide the employee's supervisor with a sworn statement that either: (1) employee is a victim of domestic or sexual violence; or (2) employee's family or household member is a victim of domestic or sexual violence. The sworn statement must be accompanied by one or more of the following:

- (1). Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;

(1) A police or court record of the domestic or sexual violence; or

(2) Other corroborating evidence.

(f) Confidentiality – All information provided to the City, including the employee's sworn statement and certification documents, and the fact that the employee requested leave under this section shall be retained by the City in the strictest confidence, except to

the extent that disclosure is requested or consented to in writing by the employee or by applicable federal or state law.

(g) Reasonable Accommodations – The City shall make reasonable safety accommodations, in a timely manner, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence. If the accommodation would impose an undue hardship on the operation of the City, then the City shall not be required to provide said accommodation upon demonstrating the undue hardship.

{**NOTE:** A NOTICE SUMMARIZING THE REQUIREMENTS OF THE VICTIM’S ECONOMIC SAFETY AND SECURITY ACT MUST BE DELIVERED TO ALL EMPLOYEES NO LATER THAN **OCTOBER 27, 2021**. SUCH NOTICE MAY BE IN ELECTRONIC FORM. IN ADDITION, THE CITY MUST POST THE NOTICE IN A PLACE WHERE EMPLOYEES WILL SEE IT, SUCH AS A BREAKROOM, ETC.}

Chapter 6. Benefits

Section 6.01 General

The City will provide all regular full-time employees working more than thirty-two (32) hours per week with group medical, dental, and life insurance. Coverage will be effective on the 1st of the following month of employment. It shall be the option of the employee if they wish to subscribe to the single or family coverage plan. Costs for any family coverage shall be solely borne by the employee. The City Council may revise the City's insurance plan at any time deemed necessary.

Federal law (COBRA) now permits employees and covered dependents to choose to continue health and dental coverage at group rates, in certain instances, where coverage under the plan would otherwise end. Any employee may continue this coverage for up to eighteen (18) months, should they terminate employment for any reason other than "gross misconduct". Dependents of employees may continue their coverage upon the employee's death, upon divorce, or upon legal separation. In all instances, the person continuing the coverage will pay the full premium with no contribution on the City's part. See the Finance Department for additional information.

Upon reaching age 65, any employee or employee dependents' COBRA insurance will discontinue due to eligibility for Medicare.

Employees may choose to purchase vision insurance for themselves or their family at a discounted rate from the City's insurance provider. Terms, benefits, and conditions can be obtained from the Human Resource Department.

Section 6.02 Retirement Program

All full-time employees, except appointed and elected officials, are covered by the City's retirement program after being employed by the City for a period of six (6) months.

The City's retirement program is a part of the Missouri Local Government Employees Retirement System (LAGERS). The program is a State-wide non-profit system for local government employees.

Employees electing to retire from service with the City of Neosho shall give notice no less than ninety (90) days prior to their anticipated date of retirement. Specific cases will be reviewed by the City Manager and this ninety (90) day notice may be waived.

The retirement program is a non-contributory system whereby the City makes all required contributions at rates determined annually by LAGERS.

If an employee terminates employment prior to five (5) years of service with the City, any accumulated employee contribution plus interest is payable upon request. If the employee

has five (5) or more years of credited service, they may elect to withdraw the accumulated contribution or leave the contribution and participate in the program upon reaching retirement age.

Employees may take retirement after attaining "minimum service retirement age". This is defined as age sixty (60) for general employees; and age fifty-five (55) for City Police and Fire personnel. However, early retirement is available to vested employees. "Early retirement" ages are fifty-five (55) for general employees and fifty (50) for fire and Police personnel. Early retirement will result in a reduction in benefits.

The City also offers the "Option for 80" which is based on age and service totaling eighty (80). Further information regarding this option is available through the Human Resources Department.

Both duty-disability retirement and non-duty disability retirement are available to employees. Further information regarding these benefits is available through the Human Resource Department.

Allowances for retirement are based upon the employees' final average salary and years of credited service to the time of retirement. There is a choice of four (4) optional forms of payment.

Retirement applications must be filed with LAGERS not less than thirty (30) days and not more than ninety (90) days before the date the retiree's monthly retirement benefits are to commence.

Pre-retirement conferences are scheduled yearly by LAGERS, and arrangements may be made through the Human Resources Department to attend.

Additional information concerning the retirement program may be obtained through the Human Resources Department.

Chapter 7. Employee Conduct

Section 7.01 Attendance and Punctuality

The City has a responsibility to provide continued and uninterrupted service to its citizens. This can only be fulfilled when each employee is present during the work hours scheduled. Punctuality and regular attendance are essential to the proper functions of the City.

If absenteeism or tardiness is not approved in advance, employees must notify their immediate supervisor as soon as they are aware they are going to be absent. Proper notification must be made before the employee's designated shift begins. Only in cases of an emergency will this notification requirement be waived.

Excessive absenteeism, tardiness, or refusal to comply with the proper notice procedures will be documented and considered grounds for disciplinary action. Excessive absenteeism and tardiness are defined as six (6) different occasions in a twelve (12) month period. A combination of absenteeism and tardiness of a continual pattern may also be excessive.

Example: If an employee is off from work for two (2) days with the flu, this is considered one (1) occasion; however, if that employee is off two (2) times on separate incidents with the flu, then this is considered two (2) occasions.

When an employee is absent or tardy without proper notice, supervisors will follow normal counseling and correcting techniques, including disciplinary steps referring to the corrective action chapter of this policy. If the correcting techniques do not resolve the problem or the absences and/or tardiness become excessive or occur in a persistent pattern termination of employment may be authorized.

Section 7.02 Inclement Weather

The City is open for business unless the Mayor or City Manager declares otherwise. When severe weather develops or is anticipated to develop during the day, if you elect to leave prior to the time the City closes, you will be required to use voluntary leave not including sick time, in an amount equal to the number of hours between the time you left and the time the office closed.

When potentially dangerous weather develops during the day and a decision is made by the City to close early, you will be compensated for the full day.

Section 7.03 Dress Code and Public Image

(a) The dress code for employees varies according to the type of work performed. If an employee has been issued a uniform or other clothing it is expected that it shall be worn.

- (b) Office employees are expected to dress business casual and professionally.
- (c) Outside workers should wear suitable clothing for the positions performed or as designated by the department Director and should not wear torn or ragged clothing.
- (d) Employees engaged in construction or repair work must wear steel toe boots and uniform as provided or designated by the Department Director.
- (e) Street and maintenance workers must wear a safety vest or city issued high visibility clothing when outside and uniform as provided or designated by the Department Director.
- (f) If an employee's clothing is not appropriate for their position, they may be sent home to change at their supervisor's discretion.
- (g) Any questions about the appropriateness of dress attire should be addressed to the Department Director and may involve input from the Human Resources Director.

Section 7.04 Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employee workspace is part of a professional environment that portrays the City's overall dedication to providing quality service and should be clean and organized.

Section 7.05 Training

(a) ***Voluntary Training.*** The City of Neosho encourages training and attendance at professional conferences for the purpose of improving job performance and preparing employees for promotional opportunities. Department Directors shall be responsible for disseminating such training information to interested employees. Written requests to participate in training or conference opportunities shall be directed to the Department Director specifying the nature and objectives of the training program, relationship of the training to the employee's duties and the City, date of the program, and estimated costs.

(b) ***Mandatory Training.*** Certain positions require training to develop certain skills or certification. Training that is deemed mandatory shall be scheduled during normal work hours when possible. If scheduled outside of normal work hours, the trainee shall be compensated for the actual hours involved in attendance at the training session. However, compensation shall not exceed actual training time of sessions attended, not just those sessions scheduled. Unsuccessful completion of mandatory training or certification shall be considered in the employee's job performance evaluation.

(c) Department Directors' training requests shall be in writing to the City Manager.

Section 7.06 Travel

In the interest of promoting growth, representing the City at various functions, and conducting official business, it is necessary for employees and other officials to travel out of the area from time to time. Any official travel requires prior approval from the respective Department Director and City Manager. It is intended that all reasonable costs incurred because of authorized travel shall be reimbursed in accordance with the following guidelines:

(a) **Transportation.** The least expensive but most direct mode of transportation shall be used when traveling out of the area for official business. City staff cars should be used whenever possible. Reimbursement for use of a personal vehicle, when authorized, shall be at the current reimbursement rate set forth in the federal guidelines. No reimbursement shall be granted for damage, repairs, or towing of personal vehicles used for City business. When traveling by air, the coach fare shall apply except in extreme cases when other timely options are not available. Reimbursement may also be claimed for parking or tolls, but receipts should be obtained, if possible. Auto rentals and/or use of taxi cabs is permitted if alternate modes of local transportation are not available.

(b) **Lodging.** When an overnight stay is required for authorized travel, the City will reimburse for the actual cost of such lodging. Receipts are required.

(c) **Meal and Incidental Expenses.** Reimbursement for all meals will be paid at a per diem rate. Receipts should be obtained. A written request for expenses should be submitted two weeks prior to scheduled travel, if possible, to accounts payable. A check may be picked up the day before the scheduled travel.

(d) **Registration Fees.** Expenses incurred for registration fees for official conferences, seminars, conventions, or special meals may be reimbursed.

Section 7.07 Office Equipment

Certain equipment is assigned to staff depending on the needs of the position, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the City and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

Section 7.08 Smoking Policy

Employees are not permitted to smoke tobacco or marijuana in any City Buildings or in any City vehicles, while on duty or off duty. Smoking is prohibited in any public areas, which are to include all entrances and exits to City buildings used by the public on a regular basis. The Department Director can establish smoking areas. Smokeless tobacco may be used as approved by a supervisor. If smokeless tobacco is allowed, it is required

that it be disposed of properly in sealed containers placed in waste containers. Smokeless marijuana may not be used.

Section 7.09 Alcohol

Alcohol is always prohibited on city property and in city vehicles, unless otherwise allowed by separate ordinance or rule. There is zero tolerance while performing city duties under the influence of alcohol.

Section 7.10 Firearms

Except for public safety officers authorized to do so, no employee shall carry or possess any firearm in any city building, in any city vehicle, or on their person while on duty. Personal firearms may be kept in a locked vehicle in city parking areas.

Section 7.11 Current Information & Employment Records

The City of Neosho is required by law to keep certain employment records on all its employees.

Employees shall report all changes in address, driver's license status, telephone number, marital status, and other pertinent information to the Human Resources Office for proper recording within 10 days of the change. This action is necessary to maintain accurate records affecting insurance and retirement benefits.

All official personnel files shall be kept at City Hall. All personnel files shall be kept confidential. Employees may view their personal employment records after notification to their Department Director. Human Resources, Department Directors, and City Manager may view personnel files. All viewing of files shall be done in the Human Resource Director's office in the presence of either the Human Resources Director or City Clerk.

All employee medical records shall be kept separately from employment records. Medical records shall be kept in all confidentiality and shall be housed in a separate, secured space.

The Human Resource Director may view employee medical records. Department Directors and the City Manager may view medical records only on a "need-to-know" basis.

Section 7.12 Political Activities

No paid employee of the City, while so employed, shall be a candidate for the City Council.

Section 7.13 Outside Employment

(a) Employees may engage in other employment provided it does not interfere with duties as a City employee, or the ability of the employee to perform City duties and does not create a conflict of interest for said employee. All requests for an employee's outside employment shall be subject to the Department Director approval.

(b) No employee will work in a department other than originally assigned unless approved by the Department Director and City Manager.

(c) Upon the discovery of such conflict of interest, the Department Director shall immediately contact the City Manager in writing, notifying them of said discovery.

(d) Employees of the City may not engage in outside business activities while on duty, nor may City property be used for any purpose other than City business or functions.

(e) City reserves the right to revoke approval at any time when doing so is in the best interest of the City.

(f) Employees who are unable to work for the City due to a work-related injury or personal illness are prohibited from working on outside employment without the prior approval of the Department Director and City Manager. Failure to comply with this restriction will not only create the presumption that leave time is being misused but will also result in disciplinary action.

Section 7.14 Purchase of Property

Employees, their spouses, and children are prohibited from bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction, unless said bidding or purchasing of property would not be a violation of the conflict-of-interest statute or rules of the City. If the bidding or purchase of City property is not a violation of the conflict-of-interest statute or City rules, then the Employee, their spouse and/or children may bid and/or purchase property owned by the City.

Section 7.15 Drug-Free Workplace

The City is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees and subjects all employees and visitors to our facilities to unacceptable safety risks and undermines our ability to operate effectively and efficiently. This includes the abuse of intoxicating substances, including inhalants such as solvents, aerosol sprays, gases, etc.

Section 7.16 Emergency Response

Should a major emergency occur, all employees are expected to report for duty under the guidelines of the Emergency Operations Plan. Individuals who are on vacation should

consider vacation cancelled and report to duty as soon as possible. Employees may be expected to perform duties outside their job description.

Chapter 8. Internet Access, Social Media, Telephone, and Email Use

To ensure responsibility, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express City of Neosho philosophy and set forth general principles when using electronic media and services.

(a) Privacy. Employees should have no expectation of privacy while using any city device. Use may be monitored for customer service and business reasons. All emails/communications are subject to Sunshine Law and may become public.

(b) The City email and Internet system is the property of the City. By accessing the Internet, Intranet and electronic mail services through facilities provided by the City, you acknowledge that the City by itself or through its Internet Service Provider may from time-to-time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications.

(c) Employees may not access, download, or distribute material in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.

(d) Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

- (1). Discriminatory or harassing
- (2). Derogatory to any individual or group
- (3). Obscene, sexually explicit, or pornographic
- (4). Defamatory or threatening
- (5). In violation of any license governing the use of software; or
- (6). Engaged in for any purpose that is illegal or contrary to City of Neosho policy or business interests.

(e) Employees must always respect and comply with all copyright laws and intellectual property rights of both the City and other parties. When using web-based sources, employees should provide appropriate attribution and citation of information to the websites.

(f) Software may not be downloaded from the Internet without the prior approval of qualified persons within the City. To prevent computer viruses from being transmitted through the company's computer system, unauthorized downloading of any unauthorized

software is strictly prohibited. Only software registered through City of Neosho may be downloaded. Employees should contact the IT department if they have any questions.

(g) Unless authorized, employees may not participate in non-business-related social media sites, post comments on blogs, or falsely represent themselves while doing the business of the City. An internet user can be held responsible for any breaches of security or confidentiality.

(h) Email. The email system is the property of the City. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the City. Employees may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

- (1). Electronic mail is like any other form of City communication and may not be used for harassment or other unlawful purposes. An email account is a City-provided privilege and is City property. Employees should remember that when they send email from the City domain, they represent the City whether your message is business-related or personal.

(i) Telephones. The use of City telephones is for conducting City business. Occasional personal use of City landlines is permissible during working hours. However, any personal long-distance calls are not permitted. City cellular phones are authorized for official City business only. Exceptions may be made for emergency personal matters that require attention and where alternate forms of communication are not available.

- (1). Any use of technology devices including computers for personal nature shall be held to a minimum both in length and occurrence. This includes any calls made on City owned or private cellular phones.
- (2). On duty employees shall not use a cellular phone while operating a motor vehicle, equipment, or while performing duties that could be unsafe while using a cellular phone, unless required by the duties of their position and approved by their department head.

Section 8.02 Security/Appropriate Use

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company management, employees are prohibited from engaging in, or attempting to engage in:

- (a) Monitoring or intercepting the files or electronic communications of other employees or third parties.
- (b) Hacking or obtaining access to systems or accounts they are not authorized to use.

- (c) Using other people's logins or passwords.
- (d) Breaching, testing, or monitoring computer or network security measures.
- (e) No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- (f) Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- (g) Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

Section 8.03 Encryption

Employees can use encryption software supplied to them by the IT department for purposes of safeguarding sensitive or confidential business information. Employees who use encryption on files stored on a company computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

City of Neosho reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other company policies.

Employees should not assume electronic communications are completely private. Accordingly, if they have sensitive information to transmit, they should use other means.

Section 8.04 Violations

Any employee who abuses the privilege of their access to e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

Chapter 9. City Vehicles

Section 9.01 Purpose

This policy establishes a uniform vehicle policy for City employees. Specifically, it serves as a guideline for mileage reimbursement, use of City-owned vehicles, taking City-owned vehicles to the home, driving personal vehicles for work related purposes, discipline, corrective action, and responsibility for enforcement. The intent of this policy is to ensure that employees are using City-owned vehicles for City purposes and consistent with recognized best practices in compliance with applicable federal, state, and local laws and regulations.

Section 9.02 Regulations for Use of City Vehicles

(a) City-owned vehicles are to be used only to conduct City business. No personal use of City-owned vehicles shall be allowed except that minimal personal use is permitted for employees authorized to take City-owned vehicles home.

(b) An employee who operates City-owned vehicles must have a valid driver's license for the class of vehicle they are assigned to operate. Employees are responsible for knowing all City policies and all state and local motor vehicle laws.

(c) Every employee is required to always wear a seatbelt while in a moving city vehicle. Employees are required to see that any passenger is also wearing a seatbelt.

(d) All City-owned vehicles shall be smoke free. No smoking shall be permitted in any City-owned vehicle.

(e) All employees who operate City-owned vehicles should remove all trash, debris, etc. upon leaving vehicle.

(f) Employees are responsible for paying fines for traffic violations when such fines arise from the operation of a vehicle on City business. The City will not reimburse employees for such fines unless there are extenuating circumstances, such as unknowingly driving a City-owned vehicle with defective equipment.

(g) Employees must notify their supervisor as soon as practical, but in any event within 24 hours, about any motor vehicle accident, vehicle damage or moving violation involving a city vehicle. The supervisor must notify the City Clerk as soon as practical on any type of accident involving a City vehicle.

(h) An employee must notify their supervisor as soon as practicable of any change in his or her driver's license status (including, but not limited to, suspension or revocation), any tickets he or she has received (including but not limited to DUI, speeding, no insurance, or driving while suspended), or any other incident which may impact employees' ability to drive for work related purposes.

(i) Only City employees may be passengers in City-owned vehicles; however non-City employees may be provided transportation if the vehicle is operated by a City employee and the transportation of the non-City employee directly relates to City business and falls within the employee's position responsibilities or authorized by the City Administrator.

(j) Employees may not operate a cellular phone while operating a City owned vehicle.

Section 9.03 Use of Personal Vehicle for City Business

(a) Mileage Reimbursement - Employees are directed to use City-owned vehicles to conduct authorized City business when possible and expedient. When individuals are unable to use a City-owned vehicle to conduct official business they will receive mileage reimbursement at a rate established by the Finance Director.

(b) The current reimbursement rate is equal to GSA.

(c) Mileage reimbursement will be based on the distance traveled as shown on Google Maps.

(d) All employees who operate their own personal vehicle for City business shall have liability insurance which complies with state law.

(e) All employees who operate their own personal vehicle for City business shall always wear a seatbelt while operating the vehicle.

(f) The City shall not be responsible for any damage done to employee's personal vehicle.

Section 9.04 Take Home Vehicle Regulations

(a) It is the City Manager's responsibility to approve all requests for a take-home vehicle. Employees with bona fide non-compensatory business reasons may be allowed and/or required to commute in a City owned vehicle. No personal use other than commuting or *de minimis* personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home) will be allowed. Use of a take home vehicle may be a taxable benefit.

(b) Employees who operate City vehicles and are required to take the vehicle home after work hours may be subject to tax regulations as described by the Internal Revenue Service. Vehicles will be used only as transportation to and from the job site.

(c) Any employee who drives a City owned vehicle must have a valid U.S. license.

(d) If the vehicle is involved in an accident the employee will notify the Police followed by their immediate supervisor. The Department Director will notify the City Clerk's office and forward a copy of the Police report as soon as it is available. There

shall be a police investigation for each accident regardless of the circumstances. The driver of the vehicle will be subject to a drug test, if at fault or caused by negligence.

(e) No alcohol, firearms or narcotics shall be carried in a City vehicle except for those required for official business.

(f) All traffic violations incurred by an employee while driving a City vehicle will be the responsibility of the employee driver. All violations will be immediately reported to the Department Director. The Department Director will report all such incidents to the City Clerk within 24 hours.

(g) The use of a City vehicle shall be for the purpose of City business and only when authorized by the proper authority. Only employees of the City or authorized visitors on City business will be allowed to ride in a City vehicle.

(h) Authorization of take-home vehicles will be done by the management team and approved by the City Manager.

(i) Take home vehicles will be authorized only for those who have a need to respond to City business immediately. All such vehicles will be reviewed from time to time to ensure that they remain necessary to provide the proper service to the City.

(j) All take-home vehicles must serve a need for the City and should not be authorized for compensation to an employee.

(k) All take-home vehicles shall be parked at the employee's residence or the location of the employee within the City Limits except when in use for City business.

(l) All take-home vehicles will be authorized only to employees who live within the allowable distance of the City Limits.

Section 9.05 Accidents in City-Owned Vehicles

(a) If an employee is involved in an accident while driving a City vehicle, the employee should:

- (1). Give whatever aid they are qualified to perform to any injured parties. If an injury requiring emergency medical treatment has been sustained, call 911 for immediate assistance.
- (2). Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer. A police report is required in every case no matter how minor the damage.
- (3). Give your name, department, and insurance information to the other driver but do not discuss the accident with anyone except the investigating officer or your Supervisor.

- (4). Call the Supervisor who will then be responsible to file the police report and send to the City Clerk.
 - (5). Report to the drug and alcohol testing site designated by the City immediately. A Supervisor or other member of City administration must provide transport unless otherwise directed by the Human Resources Department or City Manager. Exceptions can only be made by the Human Resources Manager or the City Administrator.
- (b) Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.

Section 9.06 Distracted Driving

The City has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees. This includes a safe and appropriate environment while traveling on company business. Distracted driving is a serious safety risk, not only to the driver, but also to other occupants in the vehicle, other vehicles on the road and pedestrians. To reduce the risks associated with distracted driving, certain conduct is prohibited while driving a City-owned motor vehicle or while driving a personal vehicle while on City business, including:

- Using cell phones (including hands-free)
- Operating laptops, tablets, portable media devices, and GPS devices
- Reading maps or any type of document, printed or electronic.

Drivers must pull over safely to the side of the road or another safe location before checking messages, returning calls, text messaging, emailing, reading maps for directions, or programming/resetting GPS devices. A violation of this policy will subject the employee to disciplinary action up to and including termination.

Chapter 10. Safety

Section 10.01 Rules and Regulations

City employees shall observe the rules and regulations established by the City or any supervisor or as set forth in the City Safety Manual. City employees shall be responsible for the implementation of job assignments in the safest manner possible.

Section 10.02 Reporting Injuries

Any employee who sustains an on-the-job injury shall report the injury as soon as possible within the current work shift, regardless of severity, to their immediate supervisor and FirstNurse. The responsible Department shall notify Human Resources of any injury within twenty-four (24) hours, complete and submit the mandated Supervisor's Report within three (3) working days of any such accident. The immediate supervisor shall subsequently investigate and prepare internal reports of such injuries as soon as practical.

Injured employees needing professional medical attention shall see a physician appointed by the City. The Human Resources Department shall notify all Departments of the authorized "City Physician".

The City insures employees against accidental work injuries under the Worker's Compensation Act of the State of Missouri.

Any employee who is absent due to injury on-the-job and qualifies for Workers' Compensation benefits shall be paid by the City's Workers' Compensation provider.

Any employee who sustains an injury which requires them to miss less than three (3) working shifts shall be allowed to use accrued time to cover time lost.

Any injured worker who with a doctor's written permission, may perform light duty may be assigned to any City Department for light duty.

The City shall reserve the right to choose a physician for Workers' Compensation injuries

Section 10.03 Safety Sensitive Position

Safety sensitive positions are those positions in which the employee is responsible for their own safety or the safety of others. Such safety sensitive positions include, but are not limited to:

- (a) Police personnel
- (b) Fire personnel
- (c) Public works personnel
- (d) Airport personnel

- (e) City Inspector & Maintenance
- (f) All employees that operate city vehicles as part of their job, etc.

The City will include a statement that the position is a safety sensitive position in the job description for each safety sensitive job.

Chapter 11. Travel Expenses

Section 11.01 Travel

In the interest of promoting growth, representing the City at various functions, and conducting official business, it is necessary for employees and other officials to travel out of the area from time to time. Any official travel requires prior approval from the respective Department Director and City Manager. It is intended that all reasonable costs incurred because of authorized travel shall be reimbursed in accordance with the following guidelines:

(a) Transportation

- (i) The least expensive but most direct mode of transportation shall be used when traveling out of the area for official business. City staff cars should be used whenever possible. Reimbursement for use of a personal vehicle, when authorized, shall be at the current reimbursement rate set forth in the federal guidelines. No reimbursement shall be granted for damage, repairs, or towing of personal vehicles used for City business. When traveling by air, the coach fare shall apply except in extreme cases when other timely options are not available. Reimbursement may also be claimed for parking or tolls, but receipts should be obtained, if possible. Auto rentals and/or use of taxi cabs is permitted if alternate modes of local transportation are not available.

(b) Lodging

- (i) When an overnight stay is required for authorized travel, the City will reimburse for the actual cost of such lodging. Receipts are required.

(c) Meal and Incidental Expenses

- (i) Reimbursement for all meals will be paid at a per diem rate. A written request for expenses should be submitted two (2) weeks prior to scheduled travel, if possible, to accounts payable. A check may be picked up the day before the scheduled travel.

(d) Registration Fees

- (i) Expenses incurred for registration fees for official conferences, seminars, conventions, or special meals may be reimbursed in accordance with the agenda.

Chapter 12. **Substance & Alcohol Abuse**

Section 12.01 Policy and Purpose

(a) The City is dedicated to providing safe, quality service to all citizens and visitors to our community. Our most valuable resources in providing this service are our employees. Amongst our major goals is to provide employees with a safe, healthy, satisfying work environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- (1). Assure 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 substance ("substance" as defined in this section, is referring to any drug or chemical that is regulated by the government (i.e., illegal drugs, prescription medications) and other intoxicating substances) abuse and/or alcohol misuse.
- (3). Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of substances.
- (4). Encourage employees to seek professional assistance anytime personal problems, including alcohol and/or substance dependency or use, adversely affects their ability to perform their assigned duties.

(b) It is the purpose of this policy to:

- (1). Assure employee fitness for duty and to express our policy of zero tolerance for substance and alcohol abuse.
- (2). Protect other employees and the general public from the risks posed by the misuse of alcohol, substance abuse and over-the-counter medications with side effects causing potential impairments.
- (3). Comply with all applicable State and Federal laws and regulations governing workplace anti-drug and alcohol abuse programs.

(c) Comply with the following Federal regulations:

- (1). U. S. Department of Transportation (DOT) 49 of the Code of Federal Regulations (CFR) Part 29, "the Drug-Free Workplace Act of 1988."
- (2). DOT 49 CFR Part 40 sets standards for collection and testing of urine and breath specimens.

Section 12.02 Substance and/or Alcohol Testing

All City employees and DOT required positions are covered by one or more of the tests provided by this policy. Substance testing will normally be performed by urinalysis, and alcohol testing will normally be performed by breath analysis. All regular and temporary full-time employees are subject to these tests, additionally, part-time employees or contract employees who routinely operate City vehicles, construction or heavy equipment on public streets or highways are subject to these tests.

(a) PRE-EMPLOYMENT TESTING

- (1). Testing for substances shall be made only after conditional offer of employment, but prior to beginning work. This applies to all regular and temporary full-time employees and any other employee who will be routinely operating City vehicles, construction or heavy equipment on public streets or highways.
- (2). If the individual starts employment prior to test results being received, the employee shall not operate any City vehicle or heavy equipment until the substance test results have been received and verified by the Human Resources Office.
- (3). Positive test results shall result in the withdrawal of the conditional offer of employment.

(b) POST ACCIDENT TESTING

- (1). All employees of any classification are subject to post accident substance and alcohol testing immediately following the incident.
- (2). Testing is required for:
 - Accidents involving a motor vehicle or heavy equipment unless vehicle or equipment was legally stopped and was struck by another party.
 - Accidents resulting in damage to City equipment or property, or private property caused by the operation of City vehicles or heavy equipment.
 - Accidents resulting in an employee being cited for a traffic violation.
 - Accidents resulting from a violation of a safety policy or procedure.
- (3). Post-accident testing shall be completed during or after necessary medical treatment within the time frame listed above.

(c) RANDOM TESTING

- (1). Substance and alcohol random testing shall be required of all regular public safety employees in the positions of, but not limited to, air traffic controller, police officer, firefighter and other positions that require the employee to operate vehicles (other than passenger cars or passenger trucks) or heavy equipment on public streets or highways. Additionally, temporary full-time, part-time and contract employees who

operate City vehicles or heavy equipment or construction equipment on public streets or highways shall be subject to this testing.

- (2). Random testing may occur at any time and without warning.
- (3). If chosen for random testing, the employee is required to report for testing the same day as notified by Human Resources.
- (4). Random testing or testing without individualized suspicion will only be required of employees whose position creates the special need of public safety.

(d) REASONABLE SUSPICION OR PROBABLE CAUSE TESTING

- (1). All employees may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that substance or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made based on 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:
 - Physical signs and symptoms consistent with controlled or prohibited substance use or alcohol misuse.
 - Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
 - Occurrence of a serious or potentially serious accident that may have been caused by controlled or prohibited substance abuse or alcohol misuse.
 - Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.
- (2). 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 (to mean the employee's ability to perform his/her duties is diminished to an unacceptable or unsafe level) in their work performance due to possible substance abuse or alcohol or controlled substance misuse. The Human Resources Manager will be consulted to aid in the determination if the suspicion is reasonable. If the Human Resources Director is unavailable, a second trained supervisor should be consulted for a second opinion.

(e) ADDITIONAL TESTING

- (1). Return-to-duty testing: Employees who previously identified themselves as drug or alcohol dependent must test negative 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 for Alcohol and 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.

- (2). Follow-up testing shall be required of persons returning from voluntary drug or alcohol rehabilitation programs. 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. A qualified Substance Abuse Professional will determine the frequency and overall duration of the follow-up tests beyond the minimum.

Section 12.03 Substance Testing, Process and Procedure

(a) Analytical urine substance testing and breath testing for alcohol may be conducted when circumstances warrant or as required by Federal regulations.

(b) 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 Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner, and every effort will be made to protect the employee, the integrity of the substance testing procedure, and the validity of the test result.

(c) Alternative methods may be utilized when the employee is seeking medical treatment due to an injury.

Section 12.04 Testing Parameters

Positive tests are expressed in nanograms per milliliter.

(a) Initial Test Confirmation Test

- (1). Amphetamines (speed, uppers, amphetamines, 1000 500
- (2). Methamphetamines, (some diet pills, etc.)
- (3). Opiates (heroin, morphine, etc.) 2000 2000
- (4). Acetyl morphine 10
- (5). Cannabis (marijuana, hashish, etc.) 50 15

(6). Cocaine (codeine will give positive test) 300 150

(7). Phencyclidine 25 25

(b) Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a DOT or Non-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 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 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.

(c) 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 requested by the employee through the Medical Review Officer.

(d) In instances where there is a reason to believe an employee is abusing a substance other than the seven drugs listed above, the City reserves the right to test for additional drugs under the City's own authority using standard laboratory testing protocols.

(e) Any employee who questions the results of a required drug test 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. The employee pays all costs for such testing 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 documented facts that were completely beyond the control of the employee.

Section 12.05 Opportunity to Explain Confirmed Positive Test Results

Prior to taking any action as the result of a positive drug or alcohol test, the City shall provide all City employees with the opportunity to explain confirmed positive test results.

Section 12.06 Drug Use Penalties

(a) Any employee who has a confirmed positive drug test, to mean no medical evidence or valid pre-existing medical prescriptions have been provided to refute the result, shall be recommended for termination of employment pending due process.

(b) Refusal to take any of the tests in this policy will be treated as a positive test result and result in a recommendation of termination of employment pending due process.

Section 12.07 Medical Marijuana

(a) Any employee utilizing marijuana or marijuana-infused products for medicinal purposes shall adhere to the requirements of state and federal law, including Section 1 of Article XVI of the Missouri Constitution as well as rules and regulations adopted by the Department of Health and Senior Services, City ordinances and City policies.

(b) All employees are prohibited from the use, possession, sale, transfer, manufacture, distribution or purchase of marijuana or marijuana paraphernalia for medical purposes at any time while on City premises or while conducting City business.

(c) Any employee believed to be under the influence of marijuana while on City premises or while conducting City business shall be subject to drug testing. In accordance with Section 12.05 of this Manual, any employee who has a confirmed positive drug test shall be recommended for termination of employment pending due process.

- (1). Amendment 2 was passed on November 6, 2018. The Department of Health and Senior Services ("Department") has six (6) months to issue any rules necessary for the implementation and enforcement of the Medical Marijuana law. Based on the rules and regulations the Department issues, this section may need to be revised. Keep in mind, under Missouri Law, a person is prohibited from consuming marijuana for medical use in a jail or correctional facility; operate a dangerous device or motor vehicle under the influence; or bring a claim against any employer, former employer or prospective employer for wrongful discharge, discrimination, or any similar cause of action or remedy, based on the employee, former employee or prospective employee from being under the influence of marijuana while at work or disciplining the employee or former employee, up to and including termination from employment for working or attempting to work while under the influence of marijuana.

Section 12.08 Alcohol Testing, Process and Procedure

(a) 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 an 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.

(b) Any employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from their position for eight hours unless a retest results in a concentration measure of less than 0.02. The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to City disciplinary procedures. 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.

Section 12.09 Alcohol Use Penalties

(a) Any employee who has a positive alcohol test shall be recommended for termination of employment pending due process.

(b) Refusal to take any of the tests in this policy will be treated as a positive test result and result in a recommendation of termination of employment pending due process.

Section 12.10 Additional Employee Responsibilities

(a) Employees who may be taking either prescription medication or “over the counter” medication which may impair their normal reaction time, distance judgment or reasoning ability must inform their supervisor of the possible impairment upon reporting for work. The employee should only indicate that an impairment might exist and should not share any medical information with their supervisor. The supervisor will then have the employee work with the Human Resources Office so that the proper medical personnel can determine if any restrictions are needed. If Human Resources determines that restrictions are needed, Human Resources will notify the supervisor of the restrictions and the supervisor is then responsible for assigning duties the employee may safely perform that day or shift. If no suitable work can be assigned, the employee may be relieved from work under sick leave.

(b) Employees who have been unexpectedly recalled for duty after consuming medication or alcohol must inform their supervisor or person responsible for making the recall notice. Supervisors shall not recall employees who have consumed medication or alcohol if such recall would place the employee in jeopardy or in violation of this section. Alternatively, the employee may be tested to insure a .00% blood alcohol content prior to assigning employee to duty.

(c) Employees who fail to inform their supervisor as required above may be held personally liable for any accident, which results in injury and/or property damage and shall be subject to the penalty part of this section.

Section 12.11 Supervisor Responsibilities

Supervisors shall arrange return to home transportation for any employee who reports to work when:

(a) The employee may be affected by prescription or across-the-counter medication.

(b) The employee may be affected or impaired by alcohol consumption. Alcohol testing may be utilized to determine the employee's fitness for work and/or violation of this policy or state law pertaining to driving while intoxicated.

Section 12.12 Employee and Supervisor Training

(a) All employees whose positions require a CDL or who operate vehicles or heavy equipment weighing 26,001 pounds or greater must receive, on an annual basis, information on signs and symptoms of drug and alcohol abuse, including the effects and consequences of drug use on personal health, safety, and the work environment.

(b) All supervisory personnel must 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 at least every 24 months.

Section 12.13 Rehabilitation Assistance

City employees seeking and undergoing treatment for alcohol or drug abuse under the City's health insurance plan, and who have not been terminated, shall agree to undertake, and successfully complete the rehabilitation program established for the employee by the health care provider under the insurance plan. The employee will provide a release for all medical records to the City for use and review by the City to monitor and assess compliance with this rehabilitation program. The employee must agree to refrain from any violation of this policy or the rehabilitation program. Further, the employee must agree that any future controlled substance and/or alcohol use violating the provisions of this policy, or the rehabilitation program shall be deemed to be a resignation by the employee without recourse. Finally, the

employee must submit to all return to duty and follow-up testing that may be required under this policy.

Section 12.14 Inspections

All property belonging to the City is subject to inspection at any time without notice, as there is no expectation of privacy. This property includes, but is not limited to, City vehicles, desks, containers, files, and storage lockers.

Section 12.15 Arrest or Conviction under a Criminal Drug Statute

Employees must notify their department head or the City Manager within five (5) days of any arrest or conviction under any criminal drug statute.

Should such employee be working on a Federal program or receive wages from Federal grant monies, the City is required to notify the granting agency of drug related convictions occurring in the workplace within ten (10) days. Within thirty (30) days of receiving notice from the employee, the City will take appropriate disciplinary action, up to and including discharge, or require participation in a rehabilitation program at its sole discretion.

Section 12.16 Contact Person

As part of our continuing policy to ensure fair and equal treatment of our employees, the City recognizes that there may be questions or concerns involving the City of Neosho alcohol and drug abuse policy. To assist in understanding these requirements, the City has designated the City Manager to answer questions regarding alcohol and drug testing. The City encourages its employees to contact the City Manager with any questions concerning this policy.

Section 12.17 Good Faith Compliance

The City adopts this policy for the purposes stated herein and as part of its good faith effort to comply with the Department of Transportation's regulations. The City will continue to follow these regulations as interpreted, modified, or amended.

Chapter 13. Disciplinary Procedures

Section 13.01 Summary

One of the primary objectives of supervision is to ensure prompt, efficient and courteous service to the public. To meet this goal supervisors are responsible for training, assisting, motivating, directing, and correcting behavior of staff. In any organization it is essential that certain standards of personal conduct and work performance be maintained. Most people prefer to work in an orderly environment and will readily conform to reasonable rules of conduct and standards of performance if they understand what is expected of them. Supervisors are responsible for informing their subordinates of management's expectations. Where problems with employee behavior or performance arise, a supervisor should seek to correct the problem with the least amount of disruption to the work environment. Discipline is a means to correct employee behavior and performance. This information addresses both progressive discipline and summary discharge.

Section 13.02 Grounds for Discipline

(a) Violation of any of the provisions of the policies and procedures set forth in this Manual is a basis for disciplinary action.

(b) In addition, the following are declared to be grounds for disciplinary action including demotion, suspension, or termination of any employee:

- (1). Conviction of a felony
- (2). Acts of incompetence
- (3). Absence without leave
- (4). Acts of insubordination
- (5). Intentional failure or refusal to carry out instructions
- (6). Misappropriation, destruction, theft, or conversion of City property
- (7). Employee subsequently becomes physically or mentally unfit for the performance of their duties
- (8). Acts of misconduct while on duty
- (9). Habitual tardiness and/or absenteeism
- (10). Falsification of any information required by the City

- (11). Failure to properly report accidents or personal injuries while on duty or operating City Property.
- (12). Neglect or carelessness resulting in damage to City property or equipment
- (13). Repeated convictions during employment of misdemeanor and/or traffic charges
- (14). Possession or misuse of non-prescription controlled substances.
- (15). Failure of a drug or alcohol test.
- (16). Loss of license or qualification for position
- (17). Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
- (18). Accepting money or favors or gifts for personal gain for work done as a City employee.
- (19). Off-duty conduct of such major import that the employee is unable to fulfill job responsibilities.
- (20). Off-duty misconduct of such significance that there is an adverse effect upon the City.
- (21). This list does not cover every situation and the City can act as deemed necessary.

Section 13.03 Progressive Discipline

(a) Progressive discipline is utilized for employees who are not in a probationary period, and may include oral warning, written warning, suspension, and ultimately discharge.

(b) The goals of progressive discipline are to inform the employee of inadequacies in performance or instances of improper behavior; clarify what constitutes satisfactory performance or behavior; instruct the employee on what action must be taken to correct the performance or behavior problem; and inform the employee of what action will be taken in the future if the expectations are not met.

(c) There are several levels of disciplinary action, each progressively more serious, which may be used to correct employee performance and behavior. While it is desirable to follow progressive discipline, the City is not required to follow such progression and may impose such discipline as may be deemed appropriate.

- (1). **Oral Warning** - An employee may be issued an oral warning for a performance or behavior problem. Oral warnings are typically issued during a private conference between the supervisor and the employee where the supervisor explains the problem

and what the employee must do to return to satisfactory status. Supervisory notes to the file are permissible and, in most cases, appropriate. The employee should be informed that the conference is being conducted for the purpose of issuing an oral warning. This ensures that the employee is aware that disciplinary action is taking place.

- (2). **Written Warning** - Employees may be issued a written warning as a letter or memo which contains the following information: a description of the specific problem or offense; the most recent incident and when it occurred; previous actions taken to correct the problem (if applicable); expectations and acceptable standards of performance; and warning that further unsatisfactory behavior or performance may result in further disciplinary action. Typically, the written warning is issued and discussed with the employee in private conference with the supervisor. A copy of the written warning should be given to the employee and a copy placed in the employee's official personnel record. The written warning may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. If prior oral warnings have been given on the same subject these should be noted in the written warning.
- (3). **Suspension** - Nonexempt employees may be suspended without pay for incidents which are serious enough to warrant summary suspension, or after less severe disciplinary actions have been taken. The duration of the suspension should be commensurate with the offense. Typically, the employee is informed of the suspension in private conference with their supervisor. The employee is given a letter detailing the basis for the action which specifies: the length of the suspension (beginning and ending dates); a description of the specific problem or offense; the most recent incident and when it occurred; previous actions taken to correct the problem, if applicable; expectations and acceptable standards of performance; and a warning that further unsatisfactory behavior or performance may result in further disciplinary action, up to and including discharge. The suspension letter may also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed.
- (4). **Discharge** - Employees may be discharged for incidents which are serious enough to warrant summary discharge, or after less severe disciplinary actions have been taken. It is advisable to discharge an employee in private conference with their supervisor and other appropriate levels of supervision. During this conference, the employee is usually given a letter or a memorandum clearly stating the effective date of discharge. When allegations are serious enough to merit summary discharge, the employee should be suspended pending investigation. This suspension is for the purpose of investigating the problem and conferring with appropriate officials regarding the decision to discharge and should be so communicated to the employee.

Section 13.04 Discipline of Law Enforcement Officers (Pursuant to §590.502, RSMo)

(a) Whenever a law enforcement officer ("Officer") is under administrative investigation or is subjected to administrative questioning that the officer reasonably believes could lead to disciplinary action, demotion, dismissal, transfer, or placement on a status that could leave to economic loss, the investigation or questioning as well as the due process hearing shall be conducted pursuant to §590.502, RSMo which is generally set forth below.

- (1). Complainant (including employees of the City or employees in the Police Department) must file a written statement outlining the complaint, including personal identifying information of complainant (all personal identifying information shall be held confidential by the City).
- (2). Officer shall receive written notice (the "Notice") of the existence and nature of the alleged violation and the individuals who will be conducting the investigation.

i. Officer receives the Notice and copy of the complaint, at least 24 hours prior to any interview.

- (3). Prior to the interview, the investigator shall advise the Officer of the Garrity Rule (the Officer is being ordered to answer questions under threat of disciplinary action and that the Officer's answers to the questions will not be used against the Officer in criminal proceedings).
- (4). Prior to the interview, the Officer and their attorney shall have the opportunity to review the complaint.

(b) Interview of the Officer:

- (1). Interviews shall be conducted for a reasonable length of time and only while the Officer is on duty, unless reasonable circumstances exist that necessitate questioning the Officer while they are off duty.
- (2). Interviews shall be conducted at a secure location.
- (3). Officer shall be questioned by up to 2 investigators and be informed of the name, rank and command of the investigator(s) conducting the investigation(s).
- (4). Officer shall not be threatened, harassed, or promised rewards to induce them into answering questions.
- (5). Officer under investigation is entitled to have an attorney or authorized representative present during any questioning.
- (6). The City will complete the investigation and render a disciplinary decision within 90 days from receipt of the complaint.

(7). Upon completion of the investigation, a copy of the entire record shall be provided to the Officer within 5 business days of the Officer's written request; and

(8). All records compiled as a result of the investigation shall be held confidential and not subject to disclosure under the Missouri Sunshine Law (except for lawful subpoena or court order).

(c) Disciplinary Appeal Hearing:

(1). Officers who are suspended without pay, demoted, terminated, transferred, or placed on a status resulting in economic loss shall be entitled to full due process hearing. The components of the hearing include:

(2). Right to be represented by an attorney or other person of their choice.

(3). 7 days' notice of the hearing date and time.

(4). An opportunity to review the record, at least 7 days in advance of the hearing.

(5). Right to refuse to testify at the hearing if Officer is concurrently facing criminal charges in connection with the same incident.

(6). Complete record of the hearing shall be kept by the City and a copy provided to the Officer upon written request.

(7). Entire record of the hearing shall remain confidential and not subject to disclosure under the Missouri Sunshine Law.

(8). Any decision, order or action taken following the hearing shall be in writing and accompanied by findings of fact.

(9). A copy of the decision along with the findings of fact, written action and right of appeal shall be delivered or mailed to the Officer promptly after decision made.

(10). Officers shall have the opportunity to provide written responses to any adverse materials placed in their personnel file.

(11). Officers have the right to compensation for any economic loss incurred during an investigation if the Officer is found to have committed no misconduct.

(d) Civil Claims Against Officer

(1). City shall defend and indemnify Officer from and against civil claims made against them if the conduct arose in the course and scope of the Officer's obligations and duties as a law enforcement officer – this includes any actions taken off-duty; and

- (2). If convicted, or Officer pleads guilty to criminal charges, then City is not obligated to defend and indemnify the Officer in any related civil claims.

Section 13.05 Employee Grievances

Any employee who considers himself/herself aggrieved as a result of disciplinary action should refer to the City's grievance policy as described below.

From the standpoint of the following procedures, a grievance exists when an employee feels dissatisfaction or annoyance with some aspect of their work over which they have no control and has made a good effort to solve the problem. Calm and sensible discussion between the employee and the immediate supervisor will usually resolve most employee problems.

This sort of settlement without bringing in a third (3rd) party is the best way to settle most grievances. This can be done readily when both the supervisor and the employee adopt a proper attitude and show willingness to settle any differences that may exist intelligently and on a reasonable basis. Supervisor and higher authorities shall, in attempting to reach a satisfactory adjustment, see that all questions, complaints and grievances receive prompt, impartial and systematic consideration.

Procedure:

1. If discussion with the employee's supervisor does not bring satisfactory results, the employee may submit their grievance, in writing, to the Department Director within five (5) days following the alleged infraction, who will consult the City Manager, if necessary. The Department Director will respond in writing to the employee within five (5) working days.
2. In the case of grievances involving discharge, reduction in rate of compensation, allegations against the Department Director, or alleged misinterpretation of City policy, the employee may file an appeal in writing to the City Manager. Such an appeal will state the pertinent facts relative to the grievance and shall be filed within ten (10) calendar days following such incident. In no case shall a grievance of this type be heard unless it is first put into writing.

The City Manager shall review the grievance of the employee and the response from the Department Director. The City Manager shall state their findings in writing. The City Manager shall, within five (5) working days, notify the Department Director and the employee of said findings and decisions. The decision of the City Manager is and shall be considered final on all grievances.

Chapter 14. Employee Separations

Section 14.01 Types of Separations

All separations of employees are designated as one of the following types:

- (a) Resignation
- (b) Retirement
- (c) Involuntary Termination
- (d) Disability; or
- (e) Death.

Section 14.02 Resignation

(a) An employee who intends to resign must notify their Supervisor in writing, of the date on which they wish resignation to be effective. This notification should be given at least two (2) weeks prior to the employee's last day of employment. The Department Director is responsible for notifying the Human Resources Department and City Manager within twenty-four (24) hours.

- (1). Failure to give such notice may jeopardize the employee's right to benefits from accumulated vacation at the end of employment.
- (2). If accumulated vacation is to be used at the end of employment, advance notice of two (2) calendar weeks must be given before the beginning of the vacation.

(b) An employee may leave City service in good standing by submitting their written resignation in the prescribed manner, giving two (2) weeks' notice to the employee's departmental Supervisor and the Human Resources Department. The Department Director may waive any portion of the notice period. An employee resigning without the required notice shall be ineligible for reinstatement unless the notice provision provided herein is waived.

(c) The period of notice referred to above may be reduced and waived upon recommendation of the Department Director and approval of the City Manager.

(d) Any City employee who does not return City property prior to the last day of employment may be referred to the City attorney for recovery and prosecution.

(e) The written notice shall include, but is not limited to, the following:

- (1). Date of letter

- (2). Last day of employment
- (3). Forwarding address
- (4). Signature of the employee.

Section 14.03 Involuntary Termination

(a) All employees are employed at will and may be terminated involuntarily with or without cause at any time during their employment.

(b) In the case of involuntary termination, the employee will receive a final paycheck within one (1) business day of termination.

(c) Whenever possible, prior to termination, the Employee will be given a written notice of the City's intent to terminate the employee's services setting forth in a general manner the basis for the termination and that the Employee may request a hearing. Whenever feasible, and if the Employee requests it, prior to termination, the employee will be entitled to a hearing with the City Administrator and department director to determine if termination should be recommended to the Human Resources Department and City Manager. Such hearings will not be governed by formal rules of evidence, but the employee will have the right to be heard and to hear the evidence against them. If a hearing is not possible prior to termination, the employee may, within 3 business days, request a hearing at which the termination may be reconsidered.

(d) Removal of Chief Law Enforcement Officer (Pursuant to §106.273, RSMo):

- 1. This section only applies to non-elected Police Chiefs.
- 2. A Police Chief shall be subject to removal from employment by the City for "just cause" which is defined as one of the following:
 - a. When the Police Chief is unable to perform their duties with reasonable competence or reasonable safety as a result of a mental condition, including alcohol or substance abuse;
 - b. When the Police Chief has committed any act, while engaged in the performance of his or her duties, that constitutes a reckless disregard for the safety of the public or another law enforcement officer;
 - c. When the Police Chief has caused a material fact to be misrepresented for any improper or unlawful purpose;
 - d. When the Police Chief acts in a manner for the sole purpose of furthering their self-interest or in a manner inconsistent with the interests of the public or the City;
 - e. When the Police Chief has been found to have violated any law, statute, or ordinance which constitutes a felony; or

- f. When the Police Chief has been deemed insubordinate or found to be in violation of a written established policy unless such claimed insubordination or violation of a written established policy was a violation of any federal or state law or local ordinance.
- 3. Prior to the governing body's removal of the Police Chief:
 - a. Governing body issues a written notice to the Police Chief at least 10 business days prior to the meeting at which his/her removal is being considered.
 - b. The notice shall include:
 - i. Charges specifying just cause for which removal is sought;
 - ii. A statement of facts that are alleged to constitute just cause for the Police Chief's removal; and
 - iii. Date, time, and location of the meeting at which the Police Chief's removal will be considered.
 - c. At the meeting, the Police Chief may be represented by counsel of his choosing and shall be given an opportunity to be heard together with any witnesses and evidence.
 - d. The removal of the Police Chief requires a two-thirds majority vote of the governing body.
- 4. After removal procedures
 - a. If the governing body votes to remove the Police Chief as set forth above, the Police Chief shall be immediately removed from office and relieved of all duties and responsibilities of the office and shall be entitled to no further compensation or benefits not already earned, accrued, or agreed upon.
 - b. City shall issue a written notice of the grounds of the Police Chief's removal to the Police Chief within 14 calendar days of the Police Chief's removal.

Section 14.04 Temporary Assignments to Higher or Lower Job Grades

In cases where an employee is temporarily assigned to work in a position in the same or a lower job grade, the employee's rate of pay will not be changed. All such changes shall be approved by the City Manager prior to implementation.

Section 14.05 Reduction in Force - Layoff

The Department Director(s) affected will recommend to the City Manager a complete force reduction plan for their department(s) per City ordinance. The factors to be considered in each lay-off or reduction in force shall include the following:

- 1) type of activities to be curtailed;
- 2) classes and job descriptions of positions thereby affected;
- 3) the length of the employee's service to the City,
- 4) advisability of demoting employees in the higher to lower classifications for which they are qualified; and
- 5) laying off those in lower classifications.

The City Manager will review the submitted plan and advise the Mayor and City Council of the actions under consideration.

Each employee affected by a force reduction will receive (no less than two (2) calendar weeks prior to the force reduction effective date) a letter of notification stating the change status and the effective date of the change. A copy of the letter will be made a permanent part of the employee's personnel folder.

Employees who are laid off are eligible to recall back to work, at the option of the City. Within two hundred forty (240) days of the layoff of any full-time employee, and subsequent rehiring to another full-time position with the City, the employee shall be considered to have provided continuous service and shall be subject to the rules contained within this policy.

All other persons who are rehired after the layoff exceeds two hundred forty (240) days, but not more than three hundred sixty-five (365) days shall be considered a new employee. However, the employee's length of service shall be considered in determining their starting pay. All employees who may be laid off and rehired by the City after three hundred sixty-five (365) days from the date of layoff shall be considered a new employee and shall be subject to all rules and regulations covering new employees.

All benefits are suspended during a layoff.

Section 14.06 Disability

In cases of long-term disability where an employee is unable to return to work for a period of time which would cause an undue hardship to the City to hold the position open, and if no position is available which the employee could perform, the employee will be separated from employment with the City.

Section 14.07 Death

If a City employee dies, their estate receives all pay due and any earned and payable benefits as of the date of death. If probate is not opened, the legal heirs may apply for payment and shall be requested to provide proper documentation and identification and execute all documents deemed necessary by the City to receive payment of any earned and payable benefits or wages.

Section 14.08 Return of City Property

All records, property, uniforms, or other instruments belonging to the City in the possession of the separated employee shall be returned before final payment will be made. In the event such items are not returned to the City prior to the issuance of final payment, as a condition of employment with the City, the employee agrees that such amounts may be deducted from any final payment due to such employee.

Section 14.09 Calculation of Separation Pay

(a) Upon separation from City employment, a full-time employee will be paid for accrued unused vacation leave.

(b) Unused sick leave will be canceled upon separation of employment with the City.

(c) Accrued sick leave shall not be paid to any City employee upon separation from employment with the City.

(d) Employees separating other than by involuntary termination will receive their final paycheck on the next regularly scheduled payday following their last day of employment. This final check will be by a paycheck rather than direct deposit which will be hand delivered or mailed to the employee's last known address rather than by direct deposit.

Section 14.10 Continuation of Group Insurance

(a) The Federal *Consolidated Omnibus Reconciliation Act of 1985 (COBRA)* provides individuals with the option of continuing group health insurance coverage, under specified conditions and at the individual's full expense, beyond the date which the insurance would otherwise terminate. Upon separation from the City, information regarding continuation of group benefits will be sent to each covered employee and family members. Specific time periods must be met, and full premiums must be paid in a timely manner by the employee or the applicable spouse or child.

Chapter 15. **Amendments**

This policy is subject to amendment by the City of Neosho from time to time. Amendments that are made shall be provided to employees upon adoption and shall become effective as provided by the City.

Chapter 16. Definitions

The following words and phrases shall have the meanings indicated throughout these rules except where the context clearly indicates otherwise.

Anniversary date: Date of hire.

Appointing authority: The City Manager or a designee of the City Manager or any person or group of persons having the power by virtue of ordinance or other lawfully delegated authority to make appointment to positions in the municipal service.

Appointment: The designation to a position in the municipal service of a person who has qualified for the appointment through the appropriate selection process.

Certification: The act of supplying an appointing authority with an appropriate number of names of applicants who are eligible, in accordance with legal provisions and these rules, for appointment to a position.

City Manager: The duly appointed City Manager of the City or a designee.

Class: One (1) or more positions sufficiently similar in respect to assigned work duties and responsibilities that the same title may be reasonably and fairly used to designate each position allocated to the class, that the same minimum education and work experience qualifications may be required, and the same salary range may apply with equity.

Classification: The original assignment of a position to an appropriate class on the basis of the nature, difficulty, responsibility of work to be performed, work experience and minimum education.

Continuous service: The amount of time continuously served with the City by an employee from the last date of appointment to a full-time position.

Covered employees: An employee who is covered by the provisions of the Fair Labor Standards Act (FLSA), particularly as related to overtime.

Demotion: The movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Date of employment: The date an employee starts work as a new hire or rehire.

Date of termination: The date an employee separates from employment.

Delay: Failure to immediately report to the test site to participate in the required testing under the alcohol and controlled substance abuse policy.

Department: Any of the departments under the jurisdiction of the City Manager, now or as hereafter established.

Eligible: A person whose name is on a current eligible list and who may, under these rules, be certified for appointment to a position in the municipal service.

Emergency: A sudden and unforeseen happening that required the unscheduled services of an employee to protect the health, welfare, and safety of the community.

Examination: Any test given by the City, whether written, oral, by example or by review of credentials, which assesses an applicant's relative ability to perform the duties and responsibilities of a classification and/or position.

Employee: Persons who receive wages or salaries from the City of Neosho.

Exempt employee: An employee who is exempt from the provisions of the Fair Labor Standards Act (FLSA) by the Act, or who is not covered by the Act, particularly as it relates to overtime.

Full time employee: An employee, not including elected officials, occupying a position included in the adopted annual budget that is neither specified part time or temporary employment; nor limited for a period of less than the budget year; also any employee occupying such a position established during a given budget year unless the appointing authority certifies that such position will not be continued in the succeeding year's budget; the hours of work for which are approximately 2080 per year.

Grade: The pay range for each position class.

Grievance: A complaint regarding employment, the application of personnel rules and regulations, working conditions, or relationships between an employee and a supervisor.

Immediate family: Husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents and grandchildren or as otherwise defined in-laws which have specific applications. This term shall also apply to any "step" relations to the employee.

Job description: An individual description of the duties and responsibilities associated with a specific position. Each job description, at a minimum, will define the primary purpose, supervision, description, and qualifications associated with each job.

Lay-Off: Employment separation made necessary by lack of work, funds, or other reasons not related to fault, delinquency, or misconduct on the part of an employee.

Non-Exempt Employee: Those employees who are entitled to overtime pay.

Original employment date: First date of official appointment to a position in the municipal service for any period of continuous service.

Part time employee: Employees who have been appointed to a part time position where normal assigned work hours are less than thirty (30) hours per week and are limited to an annual total of one thousand five hundred (1,500) hours worked. Such appointment is not intended to continue on a career basis and does not have expectations of regular full-time employment appointment.

Position: A group of current duties and responsibilities assigned or delegated by authority requiring the full time, part time, or temporary employment of one person.

Probationary employee: A full time or part time employee serving a working test period.

Introductory period: A working test period during which a newly appointed full time or part time employee is required to demonstrate fitness by actual performance of the duties of the position to which the employee is appointed.

Promotion: The movement of any employee from a position of one class to a position of another class having a higher maximum salary rate.

Qualifying period: The working test period served by promotional appointees and employees transferred to a class dissimilar to the one previously held.

Reclassification: The official determination that a position be assigned to a class different from the one to which it was previously classified based on a gradual change in a position to include duties clearly outside of the current class; or an immediate change in a position brought about by a division of department or reorganization or redistribution of duties. Whether an employee shall be retained in a position after reclassification of the job shall be determined by the employee's qualifications for the position as reclassified.

Repositioning: The official determination that a class of positions be assigned to a different pay range based on "internal equity" (relationship with other municipal classes) or "external competitiveness" (relationship with wage and salaries paid in comparable selected labor markets).

Resident: A person whose principal place of domicile is within the corporate boundaries of the City.

Step: The lateral increase in pay within each grade range.

Temporary/seasonal employee: Terms used interchangeably to describe a position comprising duties which occur, terminate, and recur seasonally, intermittently, or according to the needs of a department. Such position shall not require more than 1500 hours of pay in any continuous twelve (12) month period. The appointing authority shall assign a projected date of termination of less than one (1) year from the date of hire and shall have such date made a part of the employee's personnel file.

Transfer: The movement of an employee from one department, division, or unit of the municipal government to another, from one position to another position of the same class having the same maximum salary rate involving the performance of similar or dissimilar duties and requiring essentially the same basic qualifications.

Vacancy: A duly created position which is not occupied and for which funds have been provided.

Year: A calendar year unless otherwise specified in a particular section or article.

Chapter 17. **Revision History**

DATE OF REVISION	DESCRIPTION OF CHANGES
4/2022	City of Neosho handbook revamp
4/2023	Updated Marijuana language, political activities, and exempt positions.

Chapter 18. **Acknowledgement of Receipt of Employee Handbook**

I acknowledge that I have received a copy of the City of Neosho Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the City.

I also understand that the purpose of this Handbook is to inform me of the City's policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any City employee. I also understand that the City and/or City Council have the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature

Date

Please print your full name

Please sign and date one copy of this notice and return it to Human Resources. Retain a second copy for your reference.

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Resolution Bill No. 2024-30: Change Order Request (COR) 01 CSG_RBN. 2024-22

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Res. Bill No. 2024-30 Chg Order 1 - K with Marion Co. Const Serv Group - Auditorium Repair
 2. Change Order to CSG Contract_Auditorium Renovations
 3. Res. Bill No. 2024-22 Contract with Marion Co. Const Serv Group - Auditorium Repair
-

PURPOSE:

This is a Change Order Request (COR) for Neosho Auditorium repair.

BACKGROUND:

The scope of work is being added to our current contract with CSG for auditorium renovations. This change order request is in the amount of \$47,000.00. These funds will come from capital expenses in this year's budget.

RECOMMENDATION:

I recommend the COR 01 as submitted and authorize the Mayor to execute it.

Resolution Bill No. 2024-30

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, authorizing Change Order No. 1 for an agreement for construction services with Marion Company, LLC, d/b/a Construction Services Group, a Missouri limited liability company, for the purpose of providing construction services related to the repair of the Neosho Municipal Auditorium for the not to exceed price of Forty Seven Thousand and 00/100 dollars (\$47,000.00) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for the repair of the Neosho Municipal Auditorium; and

WHEREAS, Marion Company, LLC, d/b/a Construction Services Group was awarded the bid on April 2, 2024; and

WHEREAS, a Change Order No. 1 has been submitted by Marion Company, LLC, for additional work requested by the City of Neosho.

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

That the City of Neosho and entered an Agreement for construction services with Marion Company, LLC, d/b/a Construction Services Group for the purpose of providing construction services related to the repair of the Neosho Municipal Auditorium and that after additional work has been requested a Change Order #1 for cost overrun in the amount of Forty Seven Thousand and 00/100 Dollars (\$47,000.00), a true and accurate copy of said Agreement and Change Order #1 being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

CITY OF NEOSHO, CITY COUNCIL

Richard Davidson, Mayor

APPROVED:

ATTEST:

Derek A. Snyder, City Attorney

Cheyenne Wright, City Clerk

CITY SEAL



MARION COMPANY, LLC
CONSTRUCTION SERVICES GROUP
12451 HIGHWAY 59
NEOSHO, MISSOURI 64850
PHONE 417-455-5342
WWW.MARIONCOMPANY.NET

Change Order Request (COR) Number 01

May 5, 2024

Mr. David Kennedy
City of Neosho
203 East Main Street
Neosho, Missouri 64850

Dear David,

Per your request, we are pleased to provide you with the following change order request pricing for the Neosho Municipal Auditorium Repairs. The following pricing includes labor and materials to repair the existing insulation and finish.

Option #1 – Coat all existing insulation and replace damaged portion, as needed. ADD: \$47,000.00

Option #2 – Recoat tops of ducts and repair insulation, as needed. ADD: \$31,000.00

Potential Prime Change Order Number: ONE

The Contract time will be increased by 15 calendar days

If you have any questions, please feel free to give me a call at (417) 451-5743.

Sincerely,

Tyler Marion, VP

APPROVED FOR CHANGE ORDER

NOT APPROVED FOR CHANGE ORDER

DATE

DATE

AGREEMENT FORM..... 00500

THIS AGREEMENT, made this 16 day of April, 2024, by and between CITY OF NEOSHO, MISSOURI hereinafter called "OWNER" and MARION COMPANY, LLC, doing business as a CONSTRUCTION SERVICES GROUP, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the repair on the Neosho Municipal Auditorium.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete same within 90 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of NINETY SIX THOUSAND TWO HUNDRED THIRTY & 00/100 DOLLARS (\$96,230.00), or as shown in the BID Schedule, including Alternate Bid Items.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation\Advertisement to Bid
 - (B) Instruction to Bidders
 - (C) Bid
 - (D) Bid Bond
 - (E) Agreement Form
 - (F) General Conditions of the Contract
 - (G) Supplemental General Conditions
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice of Award
 - (K) Notice to Proceed
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Bid Specifications.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

City of Neosho, Missouri

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AGREEMENT FORM.....00500

Cheyenne Wright
Cheyenne Wright

City Clerk

(SEAL)

ATTEST:

DocuSigned by:

Debbie Abruzzo

0E9B0218F88048A...

Debbie Abruzzo

Name (Please Type)

office Manager

By:

Name: Richard Davidson

Title: Mayor

CONTRACTOR:

Marion Company, LLC.

DocuSigned by:

By:

Tyler Marion

1428A3D6145A41D...

VP

Title

Address

BID FORM

Description: (To be completed by bidding party)

Base bid per provided specs. - \$96,230.00

Notes: Value Engineering options to decrease price can be discussed if necessary.

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

F.O.B. Neosho, MO

Projected Shipping Date: April 15, 2024

After delivery - payment made on third Tuesday of month delivered

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

COMPANY: Marion Company, LLC

ADDRESS: 12451 Highway 59

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion - VP

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of Newton)

Now this 27th day of March, 2024, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of Marion Company, LLC (name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of Marion Company, LLC. (name of business entity, same as above)

4. I state and affirm that Marion Company, LLC is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

5. Further, Marion Company, LLC does not knowingly employ any person
(name of business entity, same as above)
who is an unauthorized alien.

6. Further, Marion Company, LLC has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

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

Authorized Agent, Partner, Owner or Officer

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

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

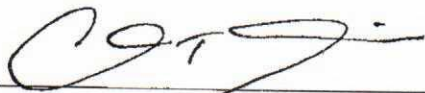
Debbie Abuzzo

Human Relations Director

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has

deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008

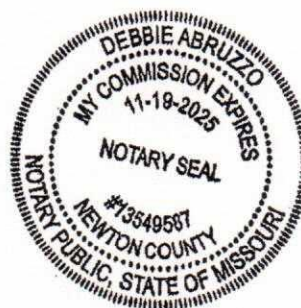
FURTHER THE AFFIANT SAYETH NOT


(Signature)

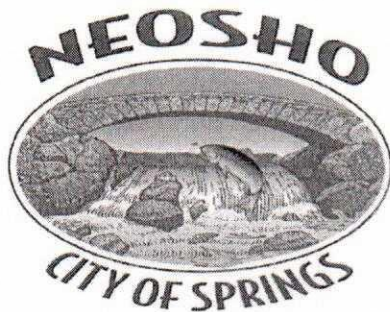
On this 27th day of March in the year 20 24, before me, Debbie Abruzzo
a Notary Public in and for said State, personally appeared Tyler Marion
known to me to be the person who executed the within affidavit, and acknowledged to me that he/s
he executed the same for the purposes therein stated.

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

Debbie Abruzzo
Notary Public



My Commission Expires November 19, 2025



City of Neosho

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

Bid packets mailed to the following vendors for BIDS:

Construction Services Group
Tyler Marion
12451 Highway 59
Neosho, MO 64850

Branco Enterprise
P. O. Box 459
Neosho, MO 64850

Burkhart Construction
P. O. Box 1787
Joplin, MO 64802

Mayberry Construction Inc
2024 East 32nd Street
Joplin, MO 64804

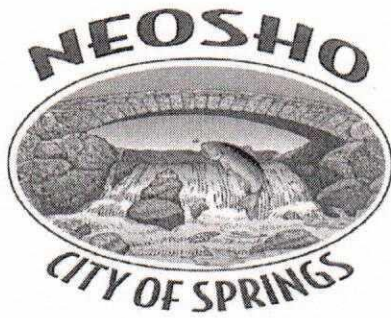
R E Smith
1036 West 2nd Street
Joplin, MO 64801

Crossland Construction
833 S East Ave
Columbus, KS 66725

Kenny Singer Construction Inc
P. O. Box 631
Aurora, MO 65605

Pre Bid Meeting ~~February 29, 2024~~ March 6th 2024

Name	Company		
Colton Marion	CSG		
Douglas Taylor	Premier Contracting		



City of Neosho

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

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until Wednesday, March 27, 2024 at 10:00 a.m. at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: Neosho Municipal Auditorium Repairs

Please label the envelope: Neosho Municipal Auditorium Repairs Bid Opening Wednesday, March 27, 2024 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Richard Leavens, Developmental Services Director, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. There will be a **MANDATORY** pre bid meeting on Wednesday, March 6, 2024 at 10 a.m. located at the Neosho Municipal Auditorium at 109 West Main Street, Neosho, MO 64850

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

- a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
- b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Municipal Auditorium Repairs:

Drywall repairs, as required, at various locations. Please refer to attached marked up drawings for reference only.

Paint defined areas where drywall repairs are to be completed.

Repair window shades at various locations where needed.

Miscellaneous repairs around windows, as required.

Replace the existing Southeast exterior exit door, frame and hardware (stair 111)

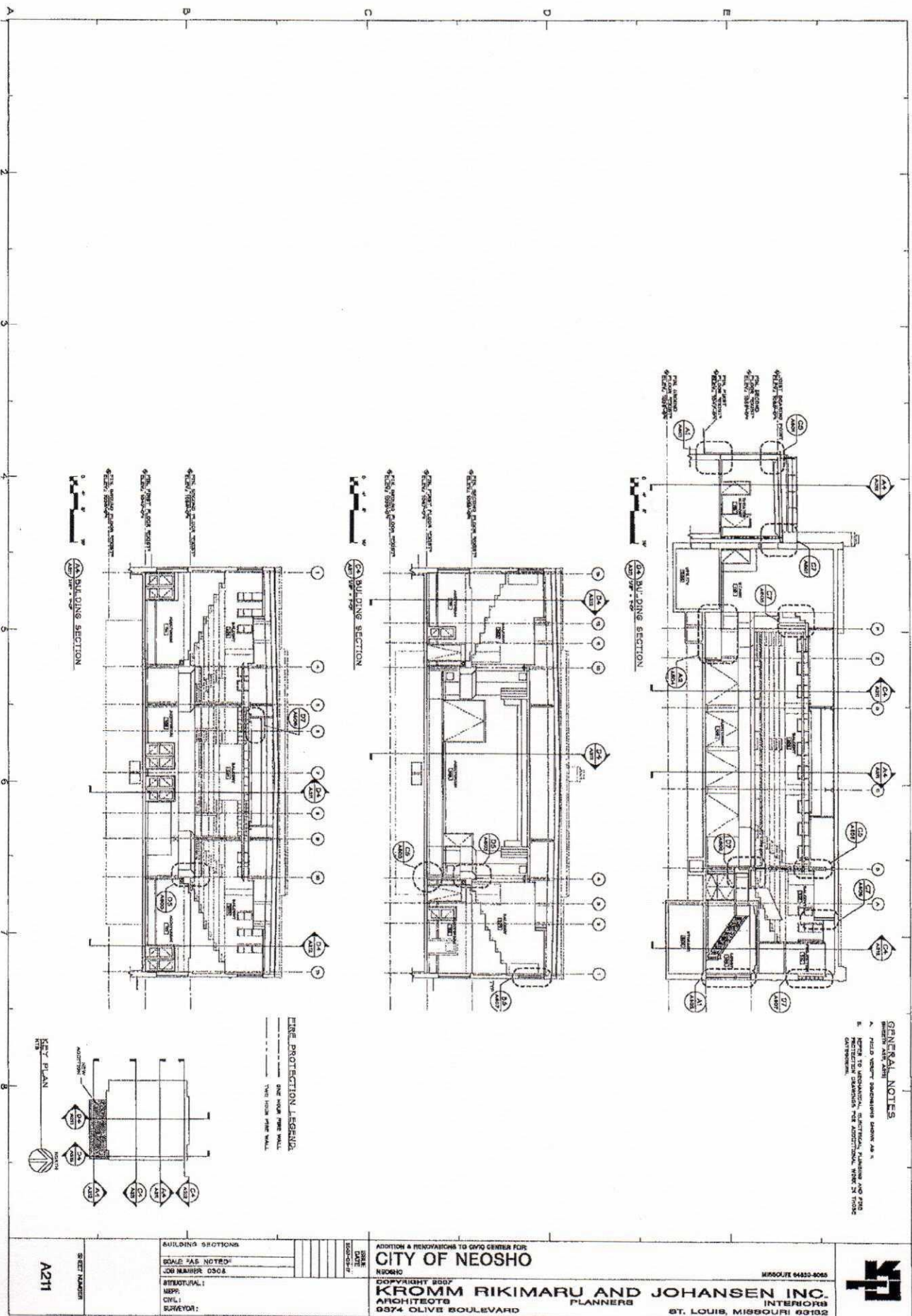
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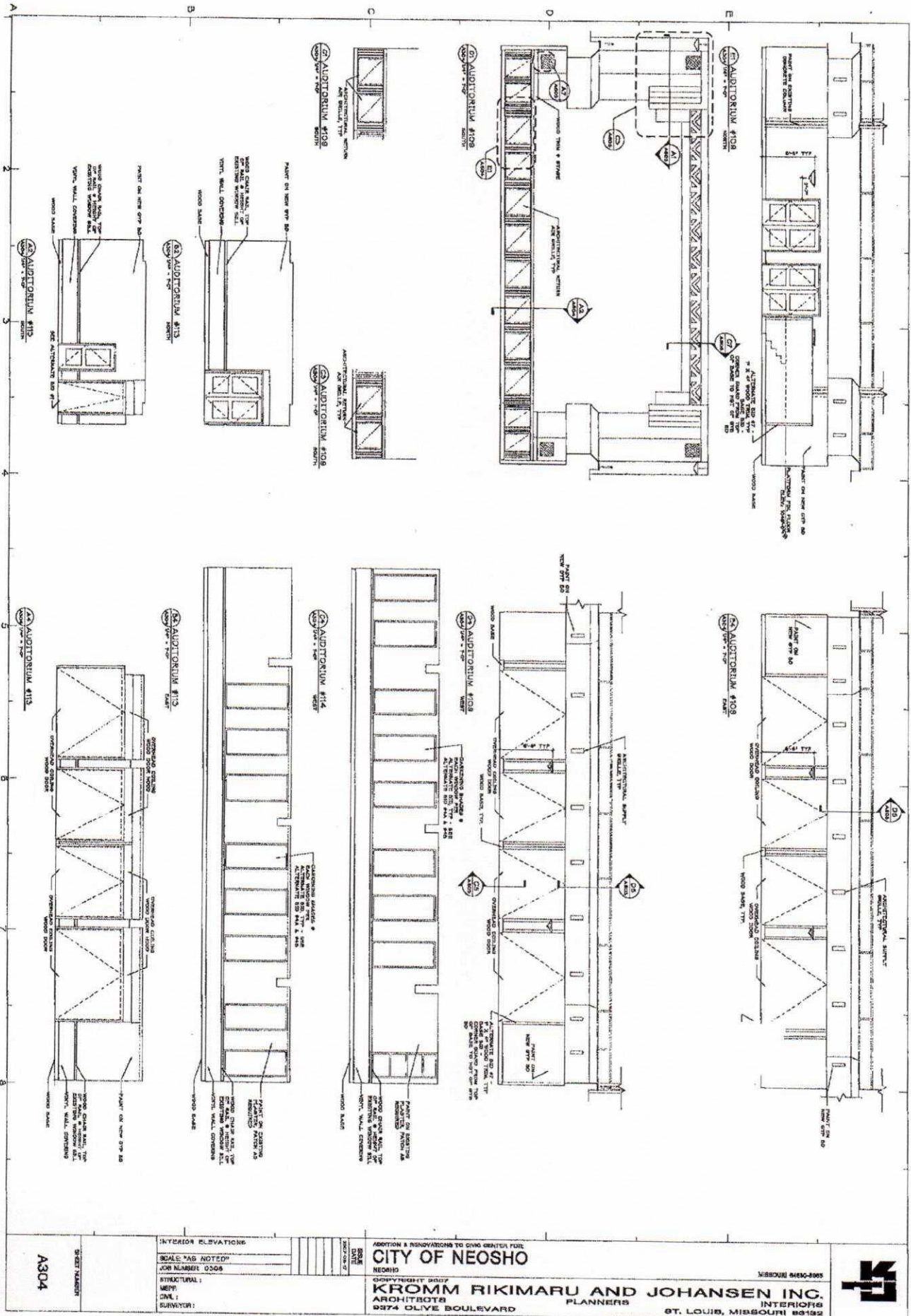
1. A mandatory site visit will be held on Wednesday, March 6, 2024 at 10 a.m. at the Neosho Municipal Auditorium located at 109 West Main Street, Neosho, MO
2. Prospective bidders are responsible for verifying exact quantities and footages. The quantities are for reference ONLY
3. Contractors shall be responsible for all costs to complete the defined scope of work.
4. Contractor will be responsible for all clean up and disposal of construction waste and debris.

Equipment Schedule:

Note:

This bid should include the start date for this project.





REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Request for Variance to Code Section 215.195-B. - Neosho School District Graduation

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. NSD Fireworks request for graduation

PURPOSE:

The purpose of this agenda item is to address the request from the NSD to allow fireworks to be displayed at high school graduation.

BACKGROUND:

City ordinance dictates that the discharge of fireworks is limited to the periods of 7:00 AM – 11:00 PM from July 1st through July 10th. July 4th Fireworks may be discharged from 7:00 AM – 12:00 midnight. I have received a request from the Neosho R5 School District requesting permission to discharge fireworks on May 16, 2024, at approximately 9:15 immediately following high school graduation. The fireworks will be discharged from 418 Fairgrounds Rd, at the administration building. This would be a temporary variance from city ordinance.

RECOMMENDATION:

Staff recommends council approval.



April 24, 2024

Chief Aaron Houk
Neosho Fire Department
125 N College St
Neosho, Mo. 64850

Chief Houk,

The Neosho School District is seeking permission to conduct a firework display on the night of May 16, 2024. The fireworks will be launched from the Administration Center located at 418 Fairground Road at approximately 9:15 pm. This display will coincide with the conclusion of the Neosho High School graduation ceremony.

Please let us know if you require any additional information or have any concerns regarding this request.

Thank you for your attention to this matter.

Sincerely,

Richie Fretwell
Assistant Superintendent



NEOSHO
SCHOOL DISTRICT

Neosho School District
Administrative Center

REQUESTED COUNCIL MEETING DATE: May 7, 2024

ITEM: Area Agency on Aging Public Match Letter

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Area Agency of Aging Letter

PURPOSE:

Authorize the Mayor to sign the Area Agency on Aging (AAA) letter for donation of 1017 Carl Sweeney Pkwy.

BACKGROUND:

The City of Neosho and AAA have teamed up to provide amenities for our area seniors. This is to include AAA the use of 1017 Carl Sweeney Pkwy facility to provide a nutrition program and activities in Neosho. This is an annual letter of our in kind support of this program for the use of our facility.

RECOMMENDATION:

Authorize the Mayor to sign the letter in support of AAA services in Neosho.

Area Agency on Aging

P.O. Box 3990, 64803 • 531 E. 15th • Joplin, MO 64804
417.781.7562 • Fax 417.781.1609

April 17, 2024

City of Neosho
David Kennedy, City Manager
203 E. Main
Neosho, MO 64850

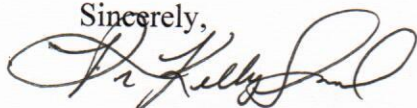
Dear Sir:

The Area Agency on Aging, Region X would like to thank The City of Neosho for its support of our senior citizens in the community by providing a facility for use by this agency (The Center for Seniors).

Each year the Area Agency on Aging is required to submit proof of community support through "Public Match" to the state of Missouri for the funding of programs including the Nutrition program. The use of the above facility fulfills that requirement.

We are requesting that you verify this support by signing the statement below either mail it to me at the Area Agency on Aging, P.O. Box 3990, 531 E. 15th, Joplin, Mo 64803, fax it to 417-781-1609 or scan and email to ksamuel@aaaregionx.org as soon as possible. If you have any question, please do not hesitate to call at (417) 781-7562 Ext 11.

Sincerely,



Dr. Kelly Samuel
Chief Financial Officer

For the Fiscal Year ending 6/30/2024, the City of Neosho donates the use of the facility at 1017 Carl Sweeney Pkwy. to the Area Agency on Aging, Region X for use in the operation of the Nutrition program for the nominal fee of \$1 per year. This certifies that the amount of "In-Kind" donation is \$129,263. (\$12.00 per square foot x approximately 10,772 square feet minus \$1.00.)

Signature

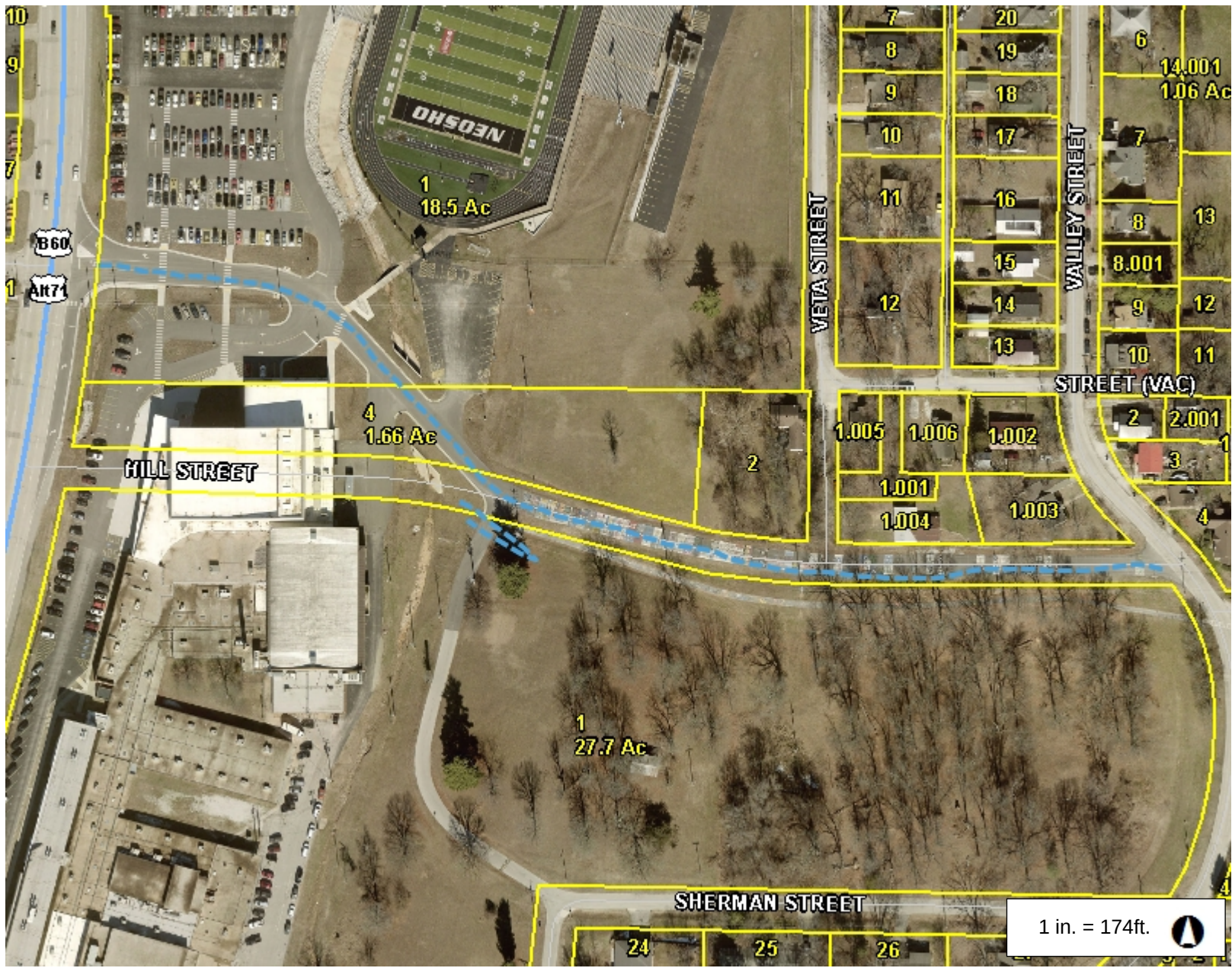
Title

Date



www.aaaregionx.org

Newton County, MO



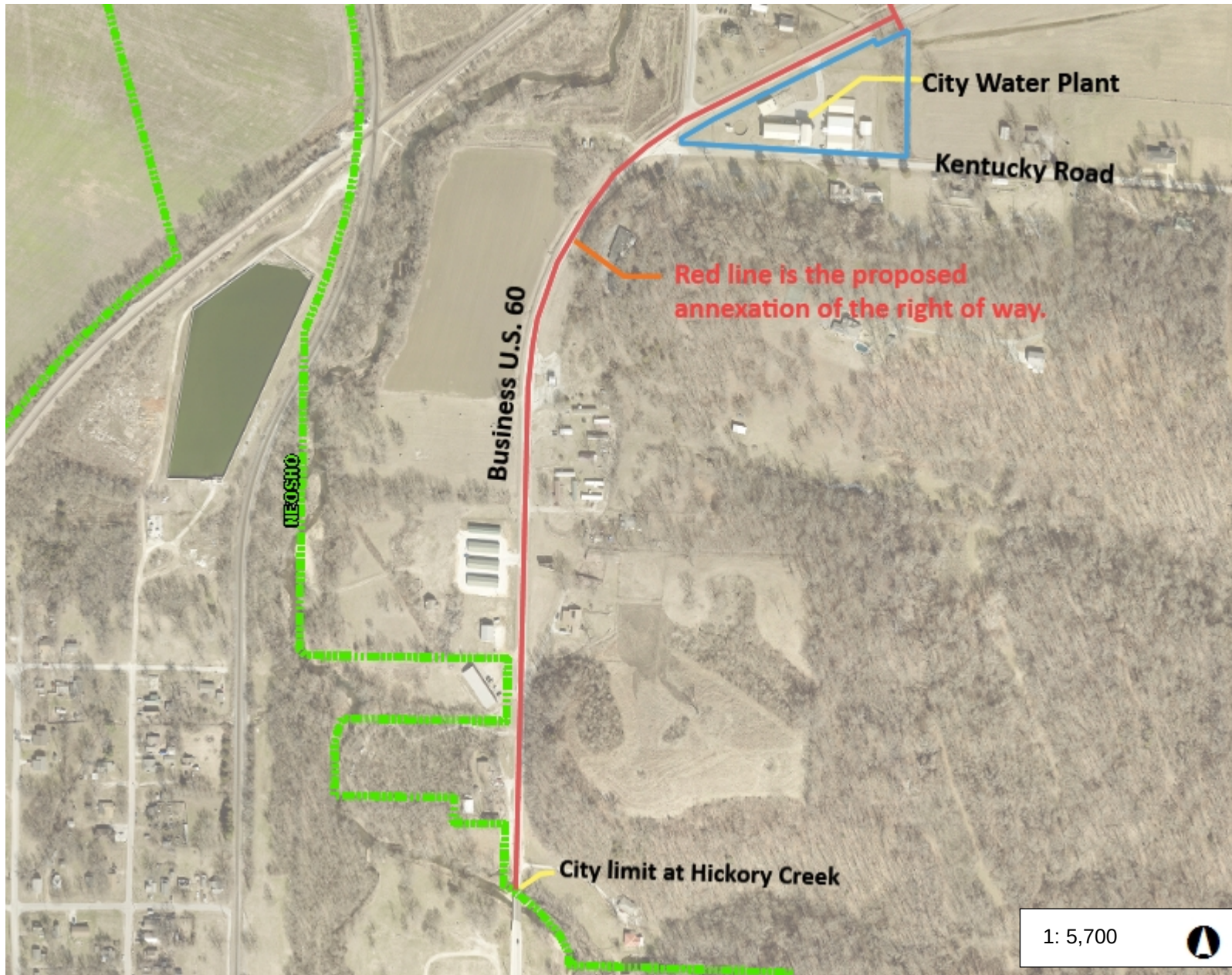
Legend

- Road
 - Interstate Highway
 - US Highway
 - Numbered State Highway
 - Lettered State Highway
 - County Roads / City Streets
- Parcel
- County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

■ Corporate Limit Line

1: 5,700



950.1 0 475.03 950.1 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Proposed Business U.S. 60 right of way annexation.