



AGENDA
MEXICO CITY COUNCIL WORK SESSION
CITY HALL – 300 N. COAL
MAY 26, 2015
6:00 P.M.

- 1. Call to Order
- 2. Roll Call
- 3. Council Discussion
 - A. Department of Public Safety Update
Chief Susan Rockett
 - B. Community Development Department Update
Rita Jackson, Community Development Director
- 4. Other Business
 - A. Consideration of Future Discussion Items
 - B. Project Updates
- 5. Adjournment

BY ORDER OF THE MAYOR

Greg Miller

MAYOR

RECEIVED NOTICE:

RONALD LOESCH

STEVE NICHOLS

CHRIS WILLIAMS

GREG MILLER

CHRIS MILLER



**City of Mexico, Missouri
City Council Meeting Agenda
City Hall
300 N. Coal Street
Mexico, Missouri 65265
May 26, 2015
7:00 p.m.**

1. Call to Order

2. Roll Call

3. Approval of Minutes

A. May 11, 2015 – Regular Session

4. New Business – Resolutions (Reading and Passage)

A. Bill No. 2015 – 31. A Resolution Authorizing the City Manager to Enter Into An Agreement with Norfolk Southern Railway Company. Reading and Passage.

B. Bill No. 2015 – 32. A Resolution Authorizing the City Manager to Enter Into Agreements with the Mexico School District to Assist in Providing Additional Police Services to the School District. Reading and Passage.

C. Bill No. 2015 – 33. A Resolution Authorizing the City Manager to Execute An Agreement with the Audrain County Historical Society for Requested Funding from the Mexico Tourism Tax. Reading and Passage.

5. New Business – Ordinances (Two Readings By Title Only and Passage)

A. Bill No. 2015 – 34. An Ordinance Approving the Final Plat of Onie Place Subdivision to the City of Mexico, Missouri. Two Readings By Title Only and Passage.

B. Bill No. 2015 – 35. An Ordinance Approving the Final Plat of Cedar Grove Place Subdivision to the City of Mexico, Missouri. Two Readings By Title Only and Passage.

6. Other Business

A. Appointment to the Mexico Housing Authority Board

B. Claims

7. Comments

A. Council

B. Public (*Please state name and address for the record and keep comments to a maximum of three minutes*).

8. Adjournment



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**CITY OF MEXICO, MISSOURI
CITY COUNCIL MEETING MINUTES
MAY 11, 2015**

The Council of the City of Mexico, Missouri met in regular session on May 11, 2015 at 7:00 p.m. in the Council Chambers of City Hall, with the following members present: Mayor Greg Miller; Chairman Pro Tem Chris Williams; Councilman Ron Loesch. Also present were Bruce R. Slagle, City Manager; Roger D. Haynes, Deputy City Manager; Susan Rockett, Department of Public Safety Director; Kensey Russell, City Engineer/Public Works Director; Chad Shoemaker, Parks & Recreation Director; Louis Leonatti, City Attorney; Patrick Shaw, IT Specialist; Marcy LeCount, City Clerk as well as members of the media and interested citizens. Absent, Councilman Steve Nichols, Councilman Chris Miller.

The Meeting was called to order with Mayor Miller presiding.

PRESENTATION

Public Works Awareness Week Proclamation

Mayor Miller read the Public Works Awareness Week Proclamation declaring the week of May 17 – 23, 2015 as National Public Works Week in the City of Mexico, Missouri. Mayor Miller presented the proclamation to Public Works Director Russell.

Vincent Tallo Service Award – Henry Hoover

Public Works Director Russell stated that the Vincent Tallo Service Award is presented by the Missouri Chapter APWA to employees of member municipalities who have completed thirty or more years of service to the public with a single municipality. The Tallo Service Award was named after Vince Tallo who was a long time employee of Laclede Gas Company, and longtime active member of the APWA and strong supporter of public works. Vince worked at Laclede Gas from 1958 to 2001. In the 43 years he worked at Laclede, he held a number of positions throughout his career including the position of Manager of Right of Way.

Director Russell presented the Vincent Tallo Service Award to Henry Hoover, who has been employed by the City of Mexico for 34 years in the Public Works Department.

APPROVAL OF MINUTES – APRIL 27, 2015 – WORK SESSION

Chairman Pro Tem Williams moved for approval of the April 27, 2015 work session minutes as presented. Mayor Miller seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. The Minutes were approved as presented.

APPROVAL OF MINUTES – APRIL 27, 2015 – REGULAR SESSION

Chairman Pro Tem Williams moved for approval of the April 27, 2015 regular session minutes as presented. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. The Minutes were approved as presented.

RESOLUTION (READING AND PASSAGE)

Bill No. 2015 – 28. A Resolution Authorizing the City Manager to Execute Agreements with Various Organizations for Requested Funding from the Mexico Tourism Tax.

Mayor Miller called upon City Manager Slagle to provide the report.

City Manager Slagle stated that Council approved Bill No. 2015 – 25 at the April 27, 2015 council meeting awarding tourism funding. Bill No. 2015 – 25 contained clerical errors and therefore did not award tourism funding to the Prairie Pine Quilt Guild and the Mexico Young Farmers. Bill No. 2015 – 28 will correct the award of tourism funding to the Prairie Pine Quilt Guild and the Mexico Young Farmers. The Mexico Tourism Commission reviewed applications and recommended distribution of funds: Prairie Pine Quilt Guild’s annual quilt show advertising - \$250; Mexico Young Farmers’ annual truck & tractor pull’s advertising - \$4,000. City Manager Slagle recommended Council concur with the Mexico Tourism Commission’s recommendation and proceed with reading and passage of Bill No. 2015 – 28.

Councilman Loesch moved for reading of Bill No. 2015 – 28. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Bill No. 2015 – 28 was read in its entirety by Councilman Loesch.

Councilman Loesch moved for passage of Bill No. 2015 – 28. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Bill No. 2015 – 28 was passed as Resolution No. 3728.

ORDINANCES (TWO READINGS BY TITLE ONLY AND PASSAGE)

Bill No. 2015 – 29. An Ordinance Accepting A Sanitary Sewer Easement from Mexico Housing Associates II, LP for the Acceptance of the Housing Complex’s Private Line Into the Public System on Teal Lake Road.

City Manager Slagle called upon Director Russell to provide the report.

Director Russell stated that Bill No. 2015 – 29 authorizes the City Manager to accept a sanitary sewer easement from Mexico Housing Associates II, LP. The easement allows the City to accept the housing complex’s private sewer line located on Teal Lake Road into the public system. Director Russell stated that this is necessary due to the Hope Center that is currently being constructed further west on Teal Lake Road. The Hope Center requires that a public sewer main be constructed that connects to the housing complex line. Director Russell recommended Council proceed with two readings by title only and passage of Bill No. 2015 - 29. Bill No. 2015 - 29 had been posted the required length of time.

Council Members held discussion regarding the acceptance of the easement into the City’s sewer main.

Chairman Pro Tem Williams moved for first reading by title only of Bill No. 2015 – 29. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. First reading was given to Bill No. 2015 – 29 by Chairman Pro Tem Williams.

Chairman Pro Tem Williams moved for second reading by title only of Bill No. 2015 – 29. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Second reading by title only was given to Bill No. 2015 – 29 by Chairman Pro Tem Williams.

Chairman Pro Tem Williams moved for passage of Bill No. 2015 – 29. Councilman Nichols seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Bill No. 2015 – 29 was passed as Ordinance No. 4323.

Bill No. 2015 – 30. An Ordinance Authorizing the City Manager to Execute A STP – Urban Program Agreement with the Missouri Highways and Transportation Commission.

City Manager Slagle called upon Director Russell to provide the report.

Director Russell stated that Bill No. 2015 – 30 authorizes the City Manager to enter into an STP – Urban Program Agreement with the Missouri Highways and Transportation Commission for the widening of Morris and Lakeview Streets, curb and gutter and resurfacing. Total cost of this improvement project is \$142,000. Federal funds were awarded to the City of Mexico in the amount of \$113,600 for this project. These funds represent 80% of the eligible project costs. The City will be responsible for \$28,400 or 20% of the project cost and is allowed in the 2014 – 2015 annual budget. Director Russell recommended Council proceed with two readings by title only and passage of Bill No. 2015 – 30. Bill No. 2015 – 30 had been posted the required length of time.

Council Members held discussion regarding the improvements proposed to Lakeview and Morris Streets. Discussion was held regarding funding availability for the project.

Councilman Loesch moved for first reading by title only of Bill No. 2015 – 30. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. First reading by title only was given to Bill No. 2015 – 30 by Councilman Loesch.

Councilman Loesch moved for second reading by title only of Bill No. 2015 – 30. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Second reading by title only was given to Bill No. 2015 – 30 by Councilman Loesch.

Councilman Loesch moved for passage of Bill No. 2015 – 30. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none. Bill No. 2015 – 30 was passed as Resolution No. 4324.

OTHER BUSINESS

Claims

The list of claims was presented for approval.

Chairman Pro Tem Williams moved for approval of the list of claims as presented. Councilman Loesch seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none.

The list of claims was approved.

COUNCIL COMMENTS

Councilman Loesch, Chairman Pro Tem Williams and Mayor Miller each expressed “thanks” to the public works department for the work that is performed by the department each year.

Councilman Loesch commended Henry Hoover for his years of dedicated service to the City of Mexico.

Chairman Pro Tem Williams made positive comments regarding earth day activities that were held.

City Manager Slagle reported that the Memorial Day Holiday will be on May 25th, which is the 2nd meeting date for Council. City Manager Slagle recommended Council make a motion changing the 2nd meeting for May to May 26th.

MOTION TO HOLD A WORK SESSION AND THE SECOND REGULAR MEETING OF THE MONTH ON TUESDAY, MAY 26, 2015 DUE TO THE MEMORIAL HOLIDAY (MONDAY, MAY 25, 2015)

Mayor Miller moved to hold a Work Session and the second Regular Meeting of the month on Tuesday, May 26, 2015. Chairman Pro Tem Williams seconded the motion. On a call by the Chair for ayes and nays, the motion carried, with the vote on passage as follows: Ayes, Williams, Miller Loesch. Nays, none. Absent, Nichols C. Miller. Nays, none.

City Manager Slagle reported that the City’s spring newsletter has been mailed out and residents should be receiving their copy if not already received.

Mayor Miller congratulated Henry Hoover on his years of service to the City of Mexico and the community. Mayor Miller commented on the SSM Cancer Center open house. Mayor Miller made comments regarding garage sale signs being placed around the community and when mowing yards, that allowing grass clippings in the street is in violation of City Code. Mayor Miller commented on the Public Safety Memorial Ceremony that will be held on Friday, May 15th at Presser Performing Arts Center at 7:00 p.m. Mayor Miller commented on the Audrain County Courthouse rededication ceremony that has been scheduled for Saturday, May 16th at 10:00 a.m. on the courthouse lawn.

PUBLIC COMMENTS

Thomas Fiedler, 1617 Meadow Lane, commented on police body cameras as a proactive measure. Fiedler also commented on the Knights of Columbus Beer Fest.

ADJOURNMENT

Mayor Miller moved to close the open session. The motion was seconded by Councilman Loesch. The Chair called for a vote and motion carried with the vote as follows: Ayes, Williams, Nichols, G. Miller, Loesch, C Miller. Nays, none. Nays, none.

The City Council Regular Session Meeting was adjourned.

MAYOR

CITY CLERK

APPROVED BY COUNCIL MAY 26, 2015

CITY OF MEXICO, MISSOURI
OFFICE OF CITY ENGINEER/ PUBLIC WORKS DIRECTOR

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Enter Into an
Agreement with Norfolk Southern Railway Company

Dear City Council Members:

As part of the 2015 Morris Street project, it is necessary to construct a sidewalk across the railroad track. This Resolution will authorize an agreement with Norfolk Southern Railway Company for the widening of the street crossing to accommodate the sidewalk.

The agreement provides for the City to reimburse Norfolk Southern Railway Company for the crossing work on a time and materials basis, with the cost not to exceed \$15,819. The City also agrees to do any necessary asphalt work.

Staff recommends that Council proceed with reading and passage of the attached Resolution authorizing the City Manager to enter into an agreement with Norfolk Southern Railway Company for the 2015 Morris Street Project.

Respectfully submitted,

J. Kensey Russell, PE, LS
City Engineer/Public Works Director

JKR
Attachments

Reviewed by: Bruce R. Slagle, City Manager

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, the City desires to construct certain improvements, described as a sidewalk across the railroad tracks; and

WHEREAS, these improvements are to be designed and constructed in compliance with the provisions of the Norfolk Southern Railway Company.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI, AS FOLLOWS:

- Section 1. The City Manager is hereby authorized to execute, on behalf of the City of Mexico, an agreement with Norfolk Southern Railway Company.
- Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF MAY 2015

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR CROSSING/ENGINEERING SERVICES

This agreement made by and between the City of Mexico (hereinafter called "CITY"), and Norfolk Southern Railway Company (hereinafter called "RAILWAY").

The CITY will submit plans and specifications (if required) to said RAILWAY for work which will involve or affect RAILWAY facilities at the following location:

Town, County State:	<u>Mexico, Audrian County, MO</u>
AAR-DOT#:	<u>483 643D</u>
Crossing Name:	<u>Morris St</u>
Description:	<u>Crossing Improvements/Widening</u>

Crossing Cost Estimate: \$ 15,819

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the RAILWAY for actual cost of Crossing/engineering services necessary in connection with the project.

The RAILWAY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices to the CITY. The CITY shall reimburse the RAILWAY in the amount of the approved costs so submitted. The CITY shall provide all asphalt work and traffic control associated.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the RAILWAY.

ARTICLE 3. STARTING OF WORK. This agreement covers Crossing services performed starting Summer 2015. The RAILWAY agrees to provide Crossing services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS
– All work performed shall comply with the attached special provisions.

IN WITNESS WHEREOF, the CITY and the RAILWAY have caused these presents to be signed by their duly authorized officers:

Signature: _____
Name: _____
Title: _____
Date: _____

Norfolk Southern Railway Co.
Signature: _____
Name: _____
Title: _____
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Mexico
Project Description: Morris St. Crossing Improvements
Location: Mexico, MO
Project No.: STP-4400(307)
Milepost: S-110.88
File: CX0035494
Date: April 20, 2015

SUMMARY

ITEM A - Preliminary Engineering	2,143
ITEM B - Construction Engineering	0
ITEM C - Accounting	549
ITEM D - Flagging Services	3,572
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	9,555
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 15,819

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	20 Hours @ \$60 / hour=	1,200
Labor Additives:		943
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM A		\$ 2,143

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		<u>0</u>
		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	10 Hours @ \$30 / hour=	300
Accounting Additives:		249
NET TOTAL - ITEM C		<u>249</u>
		\$ 549

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	5 days @ 215.00 per day=	1,075
	(based on working 8 hours/day)	
Labor Additive:		1,997
Travel Expenses, Meals & Lodging:		
	5 days @ \$100/day=	500
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		<u>0</u>
		\$ 3,572

ITEM E - Communications Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Subsistence:	(see attached summary)	0
Additive:	(see attached summary)	0
NET TOTAL - ITEM E		<u>0</u>
		\$ -

ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Other:	(see attached summary)	0
NET TOTAL - ITEM F		<hr/> \$ -

ITEM G - Track Work

Material:	(see attached summary)	9,555
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
NET TOTAL - ITEM G		<hr/> \$ 9,555

ITEM H - T-CUBED

Lump Sum		<hr/> \$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (04/20/2015). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

Norfolk Southern Railway Company

ILLINOIS DIVISION

City of Mexico, Audrian County, MO

ESTIMATE FOR CROSSING CONSTRUCTION (ASPHALT SURFACE)

DOT# 483643D / MP S-110.88

MATERIAL	2 TRACK(S);	48	CROSSING LENGTH	
	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL HARDWARE	4	BAGS	1000.00	4,000
ASPHALT (BY CONTRACTOR)	* TO BE PROVIDED BY CITY OF MEXICO			
RAIL, 140-LB RE	0	LIN FT.	23.00	0
TRANSITION RAIL	0	EA.	1140.00	0
INSULATED JOINTS	0	EA.	500.00	0
RAIL ANCHORS	0	EA.	1.50	0
SPIKES	2	KEG	115.00	230
TIE PLATES	60	EA.	12.00	720
CROSSTIES (10')	0	EA.	75.00	0
CROSSTIES (GRADE 5)	30	EA.	55.00	1,650
BALLAST AND GRAVEL	100	TONS	25.00	2,500
GEOTEXTILE	0	LIN FT.	7.00	0
THERMITE WELDS	0	EA.	650.00	0
ASPHALT (DISPOSAL)	0	LUMPS	5000.00	0
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				<u>9,555</u>

LABOR

REMOVE EXISTING CROSSING	* LABOR TO BE COVERED BY NS EXPENSE			
REHABILITATE TRK. STRUCTURE				
INSTALL NEW CROSSING				
TOTAL				<u>0</u>

OTHER ITEMS

ENGINEERING SERVICES AND INVOICE PREPARATION	SEE FAE
FLAGGING	SEE FAE
TOTAL (TO BE BILLED TO THE CITY)	\$9,555

ESTIMATE BASED ON THE FOLLOWING:

* TRAFFIC CONTROL AND BARRICADES BEING PROVIDED BY THE CITY OF MEXICO FOR FULL CLOSURE DURING CROSSING REPLACEMENT

* PAVING TO BE DONE BY THE CITY OF MEXICO

This estimate is valid for one (1) year after the date of estimate.

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA

Date: 04/20/2015

File: CX0035494

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:
 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
 2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
 3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
 4. Obtained Railroad’s Flagging Services as required by paragraph 7 herein.
 5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
 6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.
- B. The Railroad’s written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad’s representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closet NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.
- E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging

components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.

- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.
2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.

- b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.
 - i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.

- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion

of the work, the temporary facilities shall be removed and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or

surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private

crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
- 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or ACE or Affiliated Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

(As named in the Project Agreement with Project Sponsor)
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- h. Other endorsements/forms that will be accepted are:
- (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) Any other endorsement/form not specifically authorized in item no. 2.h

above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
 - 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.

- 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor’s Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor’s Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor’s Project No.: _____

CITY OF MEXICO, MISSOURI
OFFICE OF CHIEF OF PUBLIC SAFETY

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Enter Into
Agreements with the Mexico School District to Assist in Providing
Additional Police Services to the School District

Dear City Council Members:

The attached Resolution authorizes the City Manager to enter into agreements with the Mexico School District to assist in providing additional police service at all school district locations.

The City of Mexico, by its Public Safety Department, would assist by providing police services for the safety and protection of the students in the public school district. The costs for these services will be funded by the Mexico School District.

Staff recommends that the City of Mexico and the Mexico School District enter into agreements providing one full-time and one part-time School Resource Officer and that Council proceed with reading and passage of the attached Resolution.

Respectfully submitted,

Susan Rockett
Chief of Public Safety

Attachment

Reviewed by: Bruce R. Slagle, City Manager

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE MEXICO SCHOOL DISTRICT TO ASSIST IN PROVIDING ADDITIONAL POLICE SERVICES TO THE SCHOOL DISTRICT

WHEREAS, the Mexico School District desires to contract with the City of Mexico for one full-time and one part-time School Resource Officer to provide for the safety and protection of the students in the public school system; and

WHEREAS, the City of Mexico by and through its Public Safety Department, desires to assist in the effort by providing additional police services at all public school district locations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute agreements with the Mexico School District to assist in providing additional police services to the School District.

Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF MAY 2015

MAYOR

ATTEST:

City Clerk

Mexico School District #59
City of Mexico

SRO
School Resource Officer Program
Agreement



Agreement Between Mexico School District #59 and the City of Mexico for the School Resource Officer Program

THIS AGREEMENT is made and entered into by and between MEXICO SCHOOL DISTRICT NO. 59 (hereinafter referred to as the “District”) AND THE CITY OF MEXICO, on behalf of MEXICO PUBLIC SAFETY DEPARTMENT, (hereinafter referred to as the “City”).

A. Effective July 1, 2015, the District, the City, the MEXICO PUBLIC SAFETY DEPARTMENT entered into an Agreement to implement the School Resource Officer Program.

B. The goals of the School Resource Officer Program are to:

1. Provide a safe learning environment and help reduce school violence;
2. Improve school law enforcement collaboration; and
3. Improve perceptions and relations between students, staff and law enforcement officials.

C. Duties

1. The SRO shall perform patrols each morning and evening at and around assigned school buildings and parking areas. Patrol through hallways and buildings during school sessions.
2. The SRO shall teach the S.T.R.I.D.E program in all three elementary schools, and any approved extended S.T.R.I.D.E or similar program approved by the District for middle school audiences.
3. The SRO shall meet with building administrators regularly and act as a liaison between the schools and the MEXICO PUBLIC SAFETY DEPARTMENT on concerns or problems.
4. The SRO is available regularly to meet with and talk to students, and to present programs related to crime prevention, law, violence prevention or similar topics as needed and approved.
5. The SRO may assist school administrators, staff, and faculty in developing emergency procedures and emergency management plans.

6. The SRO shall assist MEXICO PUBLIC SAFETY DEPARTMENT officers in the investigation of crimes at school, or related to school facilities or student attendance. SRO will not take the place of an investigating duty officer, but will provide assistance as needed.
7. The SRO shall be familiar with District policies, regulations and guidelines related to safety and student conduct and discipline issues and assist administrators with violations of such policies. However, the SRO shall not be expected to detain or take into physical custody any student whom has only violated a District policy or the District's Code of Conduct. It shall be understood that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.
8. The SRO shall develop a rapport with students and a working relationship with student organizations, faculty, administrators, and community members.
9. The SRO shall attend, whenever possible, school or District in-service training as recommended by school administrators and approved by the Superintendent of Schools (or designee).
10. The SRO shall maintain detailed, accurate, and up-to-date records as required by MEXICO PUBLIC SAFETY DEPARTMENT, school administrators and submit reports as requested.
11. The SRO shall work proactively with all law enforcement agencies that serve the District community.
12. The SRO may attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support.
13. The SRO shall work proactively with students, parents, and faculty regarding public safety.
14. The SRO may provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed. The SRO may refer students to the school counselor as needed.
15. The SRO shall attend selected school functions as requested by school administrators and approved by the Superintendent of Schools (or designee).
16. The SRO shall maintain confidentiality of District records and information in accordance with the Family Educational Rights and Privacy Act and District policies.
17. The SRO shall perform other duties which will promote the goals of the Program and which are mutually agreed upon by the DISTRICT and the MEXICO PUBLIC SAFETY DEPARTMENT.

D. Employment and Assignment

1. The City agrees to employ a School Resource Officer (SRO) during the term of this agreement. The SRO shall be an employee of the City and shall be subject to the administration, supervision, and control of the City.
2. The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City. The SRO shall be subject to all personnel policies and practices of the MEXICO PUBLIC SAFETY DEPARTMENT.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.
4. The City will assign the SRO to the District after approval of the SRO by the District.
5. In the event the SRO is absent from work, the SRO shall notify both his supervisor in the MEXICO PUBLIC SAFETY DEPARTMENT and the Superintendent of Schools (or designee).

E. Duty Hours

1. The School Resource Officer shall be assigned to the schools on a full-time basis of eight (8) hours, 7:30 AM – 4:00 PM, on those days and during those hours that the schools are in regular session. During that period of time the SRO shall be allowed one-half hour for lunch. The SRO is encouraged to have lunch at one of the school cafeterias. This totals a 40-hour workweek. In addition, because it is sometimes desirable to have an SRO provide services outside of normal school hours, the principal(s) and the SRO, with approval from the Superintendent of Schools (or designee), may be assigned to working hours at school activities outside of normal school hours provided that overtime hours are not earned, and compensatory time earned can only be used on days when school is not in session and must be used prior to the thirty-first of May. Activities outside regular school hours may include, but is not limited to:
 - a. Football games,
 - b. Basketball games,
 - c. High School graduation ceremony,
 - d. Middle School promotion ceremony,
 - e. School dances,
2. The City may temporarily reassign an SRO during the months of June, July and August and agrees to adjust the contract by the per diem amount of the contract. Per diem amount shall be annual consideration divided by 260.

3. The School Resource Officer assigned by the MEXICO PUBLIC SAFETY DEPARTMENT shall respond to requests from the schools. In the event of situations requiring a response by additional law enforcement personnel, the District shall utilize the dispatch service of the Joint Communication Center to secure additional law enforcement personnel.
4. In the event of a disaster or general alarm and the SRO is ordered by the MEXICO PUBLIC SAFETY DEPARTMENT to leave the school duty station during normal duty hours as described above and to perform other services for the MEXICO PUBLIC SAFETY DEPARTMENT, the time spent shall not be considered hours worked under this agreement. In such an event, the monthly compensation paid by the District shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
5. It is understood and agreed that time spent by the SRO attending court juvenile and/or criminal cases arising from their employment as an SRO shall be considered as hours worked under this agreement. Time spent attending court arising from non-school cases will result in pro-rata adjustment in billing.

F. Vacation Duty of the School Resource Officers

Vacation days must be taken on days when school is not in session. The SRO shall take a minimum of five (5) vacation days during the DISTRICT'S Christmas break.

G. Basic Qualifications

1. Must be a certified Peace Officer and current member of the MEXICO PUBLIC SAFETY DEPARTMENT having completed designated probation.
2. Excellent work and attendance record.
3. Strong desire to work with school officials and students in an educational environment on a full-time basis.
4. Ability to communicate well with others and make presentations in classroom settings on drugs, violence and crime topics.
5. Must be willing to schedule vacation during periods when classes are not in session. Vacation will need to be scheduled in summer and at Christmas, or other similar times, as approved by the MEXICO PUBLIC SAFETY DEPARTMENT.

H. Chain of Command

1. As an employee of the City the SRO shall be under the direct supervision of the Assistant Director of Public Safety and the general supervision of the Director of Public Safety.

2. In the performance of his duties, the SRO shall coordinate and communicate with the principals of the schools and be under the general supervision of the Superintendent of Schools (or designee).

I. Dress Code – The SRO shall be provided by the MEXICO PUBLIC SAFETY DEPARTMENT and required to wear a departmental issued uniform.

J. Supplies and Equipment – the City agrees to provide the SRO with the following equipment:

1. Motor vehicles. The MEXICO PUBLIC SAFETY DEPARTMENT shall provide a standard patrol vehicle for the SRO. In addition, the MEXICO PUBLIC SAFETY DEPARTMENT agrees to:
 - a. maintain the vehicle assigned to the SRO;
 - b. pay for expenses associated with the operation of the said vehicles; and
 - c. Purchase and maintain comprehensive general auto liability insurance on the said vehicles; and
2. Weapons and ammunition. The MEXICO PUBLIC SAFETY DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for the SRO.
3. Office Supplies. The MEXICO PUBLIC SAFETY DEPARTMENT agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his duties.

K. Access to Education Records

1. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.
2. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency.
3. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

L. Term of Agreement – The term of this agreement is twelve (12) months commencing on the 1st of July, 2015 and ending on the 30th of June, 2016. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of nonrenewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

M. Consideration

1. For and in consideration of the CITY providing the SRO Program as described herein, the DISTRICT agrees to pay the CITY an amount of \$4,482.40 (FOUR THOUSAND FOUR HUNDRED EIGHTY-TWO AND 40/100 DOLLARS) monthly.

2. It is understood that the CITY will bill the DISTRICT for such services monthly in arrears taking into account any adjustments.
3. The CITY reserves the right to renegotiate the compensation paid by the DISTRICT in the event of unexpected or unforeseen adjustments in the costs of base pay and/or benefits for Public Safety personnel during the contract period.

N. **Evaluation** – It is mutually agreed that the DISTRICT and MEXICO PUBLIC SAFETY DEPARTMENT shall evaluate annually the SRO Program.

IN WITNESS WHEREOF both parties have caused this agreement to be signed by their duly authorized officers.

MEXICO SCHOOL DISTRICT NO. 59

By: _____
Superintendent

Date: _____

CITY OF MEXICO, MISSOURI

By: _____
City Manager

Date: _____

CITY OF MEXICO, MISSOURI
MEXICO SCHOOL DISTRICT No. 59

PART-TIME SCHOOL RESOURCE OFFICER PROGRAM
AGREEMENT

This Agreement is made and entered into by and between the City of Mexico, Missouri, on behalf of the Mexico Public Safety Department, 300 N. Coal, Mexico, Missouri, hereinafter referred to as “City” and the Mexico School District No. 59, 2101 Lakeview Road, Mexico, Missouri, hereinafter referred to as “District”.

A. Effective this 1st day of July, 2015, the City and the District enter into an Agreement to implement the Part-Time School Resource Officer Program

B. GOALS OF THE PART-TIME SCHOOL RESOURCE OFFICER PROGRAM ARE TO:

1. Provide a safe learning environment and help reduce school violence;
2. Improve school law enforcement collaboration; and
3. Improve perceptions and relations between students, staff and law enforcement officials.

C. DUTIES

1. The Part-Time School Resource Officer (PTSRO) shall perform patrols around assigned school buildings and parking areas. Patrol through hallways and buildings during school sessions.
2. The PTSRO shall teach the S.T.R.I.D.E. program in all three elementary schools:
 - a. Eugene Field Elementary School;
 - b. Hawthorne Elementary School; and
 - c. McMillan Elementary School

3. The PTSRO shall meet with building administrators regularly and act as a liaison between the schools and the City on concerns or problems.
4. The PTSRO is available regularly to meet with and talk to students and to present programs related to crime prevention, law, violence prevention or similar topics as needed and approved.
5. The PTSRO may assist school administrators, staff and faculty in developing emergency procedures and emergency management plans.
6. The PTSRO shall assist Mexico Public Safety Officers in the investigation of crimes at school, or related to school facilities or student attendance. PTSRO will not take the place of an investigating duty officer, but will provide assistance as needed.
7. The PTSRO shall be familiar with District policies, regulations and guidelines related to safety, student conduct and discipline issues and assist administrators with violations of such policies. However, the PTSRO shall not be expected to detain or take into physical custody any students whom have only violated a District policy or the District's Code of Conduct. It shall be understood that the PTSRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The PTSRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the PTSRO may assist the school until the problem is resolved.
8. The PTSRO shall develop a rapport with students and a working relationship with student organizations, faculty, administrators and community members.

9. The PTSRO shall attend, whenever possible, school or District in-service training as recommended by school administrators and approved by the Superintendent of Schools or designee.
10. The PTSRO shall maintain detailed, accurate, and up-to-date records as required by City, school administrators and submit reports as requested.
11. The PTSRO shall work proactively with all law enforcement agencies that serve the District community.
12. The PTSRO may attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support.
13. The PTSRO shall work proactively with students, parents, and faculty regarding public safety.
14. The PTSRO may provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed. The PTSRO may refer students to the school counselor as needed.
15. The PTSRO shall attend selected school functions as requested by school administrators and approved by the Superintendent of Schools (or designee).
16. The PTSRO shall maintain confidentiality of District records and information in accordance with the Family Educational Rights and Privacy Act and District policies.
17. The PTSRO shall perform other duties which will promote the goals of the Program and which are mutually agreed upon by the District and the City.

D. EMPLOYMENT AND ASSIGNMENT

1. The City agrees to employ a PTSRO during the term of this agreement. The PTSRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.
2. The City agrees to provide and to pay the PTSRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City. The PTSRO shall be subject to all personnel policies and practices of the City.
3. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the PTSRO.
4. The City will assign the PTSRO to the District after approval of the PTSRO by the District.
5. In the event the PTSRO is absent from work, the PTSRO shall notify both his supervisor in the City and the Superintendent of Schools or designee.

E. DUTY HOURS

1. The School Resource Officer shall be assigned to the schools on a part-time basis of four (4) hours per day on days that the schools are in session, totaling 20 hours per week. In addition, because it is sometimes desirable to have a PTSRO provide services outside of normal school hours, the school administrators and the PTSRO, with approval from the Superintendent of Schools (or designee), may be assigned to working hours outside of normal school hours. Outside activities may include, but not limited to:
 - a. McMillan School Carnival;
 - b. Eugene Field School Ice Cream Social; and

- c. Similar elementary school activities.
2. The PTSRO assigned by the City shall respond to requests from the schools. In the event of situations requiring a response by additional law enforcement personnel, the District shall utilize the dispatch service of the Joint Communication Center to secure additional law enforcement personnel.
3. In the event of a disaster or general alarm and the PTSRO is ordered by the City to leave the school duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this agreement. In such an event, the monthly compensation paid by the District shall be reduced by the number of hours of PTSRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties.
4. It is understood and agreed that time spent by the PTSRO attending court juvenile and/or criminal cases arising from their employment as a PTSRO shall be considered as hours worked under this Agreement. Time spent attending court arising from non-school cases will result in pro-rata adjustment in billing.

F. VACATION DUTY OF THE SCHOOL RESOURCE OFFICERS

Vacation days must be taken on days when school is not in session. The PTSRO shall take a minimum of five (5) vacation days during the District's Christmas break.

G. BASIC QUALIFICATIONS

1. Must be a certified Peace Officer and current member of the Mexico Public Safety Department having completed designated probation.
2. Excellent work and attendance record.

3. Strong desire to work with school officials and students in an educational environment on a part-time basis.
4. Ability to communicate well with others and make presentations in classroom settings on drugs, violence and crime topics.
5. Must be willing to schedule vacation during periods when classes are not in session. Vacation will need to be scheduled in summer and at Christmas, or other similar times, as approved by the City.

H. CHAIN OF COMMAND

1. As an employee of the City the PTSRO shall be under the direct supervision of the Assistant Director of Public Safety and the general supervision of the Director of Public Safety.
2. In the performance of his duties, the PTSRO shall coordinate and communicate with the principals of the schools and be under the general supervision of the Superintendent of Schools or designee.

I. DRESS CODE

The PTSRO shall be provided by the City and required to wear a departmental issued uniform.

J. SUPPLIES AND EQUIPMENT

The City agrees to provide the PTSRO with the following equipment:

1. *Motor Vehicle* - The City shall provide a standard patrol vehicle for the PTSRO. In addition, the City agrees to:
 - a. maintain the vehicle assigned to the PTSRO;

- b. pay for expenses associated with the operation of the said vehicles; and
Purchase and maintain comprehensive general auto liability insurance on the said vehicles; and
2. *Weapons and ammunition* - The City agrees to provide the standard issue pistol and rounds of ammunition for the PTSRO.
3. *Office Supplies* - The City agrees to provide the PTSRO with the usual and customary office supplies and forms required in the performance of his duties.

K. ACCESS TO EDUCATION RECORDS

1. School officials shall allow the PTSRO to inspect and copy any public records maintained by the school including student directory information. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.
2. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the PTSRO that information which is needed to respond to the emergency.
3. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

L. TERM OF AGREEMENT

The term of this agreement is twelve (12) months commencing on the 1st of July, 2015 and ending on the 30th of June, 2016. The Agreement shall be renewed and extended

annually for additional and successive one-year terms unless notice of nonrenewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

M. CONSIDERATION

1. For and in consideration of the City providing the PTSRO Program position, all hours worked as a PTSRO will be billed to the District at an hourly rate of \$23.81.
2. It is understood that the City will bill the District for such services monthly in arrears taking into account any adjustments.
3. The City reserves the right to renegotiate the compensation paid by the District in the event of unexpected or unforeseen adjustments in the costs of base pay and/or benefits for public safety personnel during the contract period.

N. EVALUATION

It is mutually agreed that the District and the City shall evaluate annually the PTSRO Program.

IN WITNESS WHEREOF, both parties have caused this agreement to be signed by their duly authorized officers on the said date above listed.

MEXICO SCHOOL DISTRICT NO. 59

By: _____
Superintendent

Date: _____

CITY OF MEXICO, MISSOURI

By: _____
City Manager

Date: _____

CITY OF MEXICO, MISSOURI
OFFICE OF DEPUTY CITY MANAGER

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: A Resolution Authorizing the City Manager to Execute An Agreement with the Audrain County Historical Society for Requested Funding from the Mexico Tourism Tax

Dear City Council Members:

The City of Mexico currently has a tourism tax that is collected by the hotels/motels within the city limits. The attached Resolution authorizes the City Manager to execute an agreement with the Audrain County Historical Society to receive tourism funding for an advertising campaign.

The Mexico Tourism Commission has reviewed the application and recommends to the Mexico City Council the distribution of funds as follows:

<i>Organization</i>	<i>Festival</i>	<i>Purpose</i>	<i>Amount Requested</i>	<i>Amount Recommended</i>
Audrain County Historical Society	2015 Walk Back In Time	Advertising	\$7,860	\$7,860

Staff recommends that Council concur with the Mexico Tourism Commission's recommendation and proceed with reading and passage of the attached Resolution.

Respectfully submitted,

Roger Haynes
Deputy City Manager

RH
Attachments

Reviewed By: Bruce R. Slagle, City Manager

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE AUDRAIN COUNTY HISTORICAL SOCIETY FOR REQUESTED FUNDING FROM THE MEXICO TOURISM TAX

WHEREAS, the Mexico Tourism Commission recommends to City Council that the Audrain County Historical Society be allowed to receive tourism funding for their tourism advertising campaign.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI, AS FOLLOWS:

- Section 1. That the City Manager be authorized to enter into an agreement on behalf of the City of Mexico with the Audrain County Historical Society for tourism funding.
- Section 2. This Resolution shall be in full force and effect from and after the time of its passage.

PASSED THIS **26TH** DAY OF **MAY 2015**

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
MEXICO TOURISM COMMISSION MINUTES
2ND FLOOR CONFERENCE ROOM – CITY HALL
May 20, 2015 – 12:00 p.m.

A meeting of the Mexico Tourism Commission was held at 12:00 p.m. on May 20, 2015 at City Hall, 2nd Floor Conference Room. The following members were present: Sheila Bhakta, Barb Wilson and Janine Vogel. Also attending Greg Miller, Mayor, Roger Haynes, Deputy City Manager and Sandy Benn, Acting Secretary.

Barb Wilson called the meeting to order.

MINUTES

The April 15, 2015 Mexico Tourism Commission Minutes were presented and will be approved June 17, 2015.

REVIEW AND RECOMMENDATIONS OF APPLICATIONS

The Audrain County Historical Museum Complex submitted a request for \$7,860.00 for the Walk Back In Time to be held on September 25-27, 2015. Discussion held.

Mrs. Bhakta made a motion to recommend to the Mexico City Council to approve the distribution of funds to the Audrain County Historical Museum Complex for the event Walk Back in Time in the amount of \$7,860.00. Ms. Vogel seconded the motion and carried with the vote of passage as follows: Ayes: Wilson, Bhakta and Vogel; Nays: None.

OTHER BUSINESS

The Commission requested of Roger Haynes to provide some new application examples with rearrangement of guidelines and submittal requirements to seek better prominence on the application.

ADJOURNMENT

The meeting was adjourned at 12:35 p.m.



Mexico Tourism Commission
Request for Tourism Support

Name of Organization: Mexico Tourism Commission
 Contact Person: Lori Pratt
 Address: 300 N. Coal, Mexico, MO 65265
 Contact Numbers: 573-581-5806 573-473-0622
 Telephone Cell
 Contact Email: lpratt@audrain.com
 Name of Event: Walk Back In Time
 Date of Event: Sept 25-27, 2015
 Location of Event: Audrain County Historical Museum Complex
 Amount Requesting: \$7,860

Provide in detail, how this event will promote tourism in Mexico:

The event currently has an estimated weekend attendance of over 12,000 people. The "Walk Back In Time" is unique in that it presents a historic timeline rather than focusing on one particular time period. The event draws re-enactors and visitors from all over the state and beyond. Multiple historical camps manned with re-enactors are arranged in a unique reverse timeline. Time periods include: 2014 Military Display, 1970s USMC Vietnam, 1950s Korean War, WWII, 1920's Exhibit, WWI, 1912 Titanic, 1880's Wild West, Civil War, 1860's Pony Express, 1830's Mountain Men, War of 1812, 1770's Colonial, Native American Pirates, and Medieval.

Walk Back in Time was featured on a national syndicated public radio station as "the place to be" in 2005, was featured in a national genealogy magazine in 2006, as well as a story in the Cowboy Chronicle in Feb. 2008. We believe that with advertising assistance this event will continue to grow and will remain the single largest tourist draw in Mexico. In 2011, a survey of local hotels after the event attributed over 75 overnight stays to the Walk Back In Time. Visitors were here from as far away as the state of California. While the Walk Back In Time does not produce as many overnight stays as Miss Missouri, that number is increasing every year. With the potential of advertising in St Louis and Kansas City the opportunity for overnight stays should increase. Mexico's economy is enriched by the many visitors who eat in our restaurants, buy gas and food and shop in our town. The campground is usually quite full, also. KOMU and other television stations come to cover the event, producing more travelers from their viewing areas. Every visitor's dollar counts!

Provide a detailed account of how the requested funds will be used:

Company Name	Amount
PLEASE SEE INSERT SHEETS	

- As in the past, the funds will be used to print and distribute a four page tabloid detailing the weekend's events. This is inserted in newspapers all over central Missouri. We again have requested an additional \$1450 from the 2013 award. We have been researching an affordable way to reach out to the metropolitan areas. We would like to contract with a service that will offer a minimum 750,000 impressions in Kansas City and St Louis through using 250 of the most used internet sites. If the impression is clicked on it will take them to the museum's Facebook page which also links to our website.

Signature of Organization Representative Lori L Pratt Date Submitted 5/1/15

Completed Application must be submitted to the Mexico Tourism Commission,
Completed Application must be submitted to the Mexico Tourism Commission,
300 N. Coal, Mexico, MO three (3) months prior to the planned event.

Guidelines:

1. All events and promotional materials must show potential to attract tourism to Mexico from outside the community.
2. All events funded must be open to the general public.
3. No event shall promote a specific candidate, political party or platform.

**Insertion Price
2015 "Walk Back In Time" Tab**

NEWSPAPER	CIRCULATION	COST TO INSERT	TOTAL
Centralia Fireside Guard	3,500	\$70.00 per 1000	\$259.00
Fulton Sun	4500	\$45.00 per 1000	\$243.00
Monroe County Appeal	1,700	\$125.00	\$125.00
Wellsville Optic News	1,350	\$60.00 per 1000	\$94.50
Montgomery Standard	2,800	\$60.00 per 1000	\$168.00
Mexico Ledger	7,000	\$50.00 per 1000	\$350.00
Jeff. City News Tribune*	25,600	\$52.00 per 1000	\$1331.20
Boonville	10,000	\$80.00 per 1000	\$800.00
Hannibal	13,300	\$52.50 per 1000	\$698.25
Total insertion fee:			\$4068.95
Overrun for ACHS to distribute	2250		
Total Run			72000
Cost of printing tabs			\$892.47

Display Advertising

Mexico Ledger 2 – ¼ page ads per week for three weeks in September

\$1500.00

Radio

KWWR / KXEO

\$1000.00

Internet Advertising

PROPEL Direct Email to 25,000 People in Saint Louis Market. There is a guaranteed engagement of at least 8%. We choose the geographic and demographics.

\$900.00

Total Request

\$7860.00

**CITY OF MEXICO, MISSOURI
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Approving the Final Plat of Onie
Place to the City of Mexico, Missouri

Dear City Council Members:

This agenda item concerns a request for Final Approval of Onie Place Plat submitted by Michael and Anastasia Welch. Onie Place Plat divides three (3) existing lots on Onie Street into five (5) lots. This tract of land is located in Rivers Addition which is bounded by Highway 54 East to the North, Rivers Drive to the South, Sannebeck Drive to the West and Christopher Road to the East. An administrative plat is attached.

Staff has reviewed the proposed plat for City compliance and all utilities are in place.

Final Approval was given to the plat on May 7, 2015 by the Planning and Zoning Commission. A copy of the minutes from that meeting is attached.

Mr. Welch has plans to construct five (5) new single family dwellings on the lots.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance. This Ordinance has been posted the required time.

Respectfully submitted,

Rita Jackson
Community Development Director

RJ
Attachments

Reviewed by: Bruce R. Slagle, City Manager

**AN ORDINANCE APPROVING THE FINAL PLAT OF ONIE PLACE
TO THE CITY OF MEXICO, MISSOURI**

WHEREAS Michael and Anastasia Welch propose to subdivide certain land in the City of Mexico, Missouri and has submitted to the Planning and Zoning Commission a plat of the proposed subdivision. The name of the subdivision will be “Onie Place; and

WHEREAS, the owners, by the plat and their dedication deed endorsed thereon, proposes to offer to the City perpetual easements in the land, as shown on the plat, for the construction and maintenance of utilities by the City and appropriate utility companies; and

WHEREAS, City Council has examined the plat and accepts the recommendation of the Planning and Zoning Commission concerning the plat.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI AS FOLLOWS:

Section 1. The plat of the proposed Onie Place is hereby approved. The land dedicated by the owner to use as perpetual easements is hereby accepted by the City, and the City Clerk is directed to endorse on said plat the officer’s proper certification of this approval.

Section 2. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF MAY 2015

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
DEPARTMENT OF COMMUNITY DEVELOPMENT

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: An Ordinance Approving the Final Plat of Cedar
Grove Subdivision to the City of Mexico, Missouri

Dear City Council Members:

This agenda item concerns a request for Final Approval of Cedar Grove Subdivision submitted by Sam and Rhonda Robinett. Cedar Grove Subdivision is existing developed land with buildings that is being subdivided into three (3) lots.

The proposed subdivision location is bounded by North Jefferson to the West, North Calhoun to the East, Meyer to the North and Whitley to the South. An administrative plat and the February 3, 2015 minutes from Planning & Zoning are attached.

The City Subdivision Ordinance requires sidewalks as part of the infrastructure improvements. There is no sidewalk along Calhoun Street. Staff recommended that the sidewalk be constructed or provision for it made prior to submitting a final plat. Mr. Robinett requested a variance to not install a sidewalk along Calhoun at the February 3, 2015 Planning and Zoning Commission (P & Z) meeting. At that meeting, the P & Z Commission recommended waiving the sidewalk requirement on Calhoun and recommended Preliminary Approval of Cedar Grove Subdivision.

Staff has reviewed the proposed subdivision plat for City compliance and it does meet the requirements for a Final Plat.

The Planning and Zoning Commission recommended Final Approval of the plat at their May 7, 2015 meeting. A copy of the minutes from that meeting is also attached.

Staff recommends that Council proceed with two readings by title only and passage of the attached Ordinance. This Ordinance has been posted the required time.

Respectfully submitted,

Rita Jackson
Community Development Director

RJ
Attachments

Reviewed by: Bruce R. Slagle, City Manager

**AN ORDINANCE APPROVING THE FINAL PLAT OF CEDAR GROVE
SUBDIVISION TO THE CITY OF MEXICO, MISSOURI**

WHEREAS Sam and Rhonda Robinett propose to subdivide certain land in the City of Mexico, Missouri and has submitted to the Planning and Zoning Commission a plat of the proposed subdivision. The name of the subdivision will be “Cedar Grove Subdivision”; and

WHEREAS, the owners, by the plat and their dedication deed endorsed thereon, proposes to offer to the City perpetual easements in the land, as shown on the plat, for the construction and maintenance of utilities by the City and appropriate utility companies; and

WHEREAS, City Council has examined the plat and accepts the recommendation of the Planning and Zoning Commission concerning the plat.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEXICO, MISSOURI AS FOLLOWS:

Section 1. The plat of the proposed Cedar Grove Subdivision is hereby approved. The land dedicated by the owners to use as perpetual easements is hereby accepted by the City, and the City Clerk is directed to endorse on said plat the officer’s proper certification of this approval.

Section 2. This Ordinance shall be in full force and effect from and after the time of its passage.

PASSED THIS 26TH DAY OF MAY 2015

MAYOR

ATTEST:

CITY CLERK

CITY OF MEXICO, MISSOURI
OFFICE OF CITY MANAGER

Agenda: May 26, 2015

Members of City Council
City of Mexico, Missouri

RE: Appointment to the Mexico Housing Authority Board

Dear City Council Members:

This agenda item concerns an opening on the Mexico Housing Authority Board which needs to be appointed Mayor. Advertisements have been placed asking that interested citizens submit applications.

Mexico Housing Authority Board There is currently one vacancy on this board and it is an unexpired four term that expires June 2018. Staff has received applications from Joella Biggs and Chris Miller expressing an interest in serving on this board.

Staff requests that the Mayor make an appointment to the Mexico Housing Authority Board.

Respectfully submitted,

Bruce R. Slagle
City Manager

MEXICO HOUSING AUTHORITY BOARD

Meet third Tuesday of each mth. 5:00 p.m., 828 Garfield, Mexico, Missouri

Appointed by Mayor.

<u>Name</u>	<u>Term (4 yr. term)</u>
Thomas Dobyms (<i>unexpired term of Robert Marty</i>)	7/1/05 - 6/30/2017
Vacant	7/1/14 - 6/30/2018
Joyce Jackson	7/1/02 - 6/30/2018
Dale Dowell	7/1/12 - 6/30/2016
Rita Jackson	7/1/07 - 6/30/2015



300 North Coal Street
Mexico, Missouri 65265
Voice: 573.581.2100
Fax: 573.581.2236
www.mexicomissouri.net

Boards and Commissions Volunteer Form

Boards or Commissions of Interest:

Board Name: Mexico Housing Authority
Name: Joella Biggs
Address: 1020 MacFarlane, Mexico
Contact information: Phone 573-975-3441 email: _____
Background: _____
see resumé

Reason for Volunteering: To assist the Board + MHA management to improve communication with the residents regarding policy + procedure. I am objective. I am fair. I usually am able to "see both sides" + can attempt to explain one to the other. I can anticipate reactions + explain them.

Do you have any experience which City Boards or Commissions could benefit from?

MHA resident since Aug '06; ^{Resident} Advisory Board member '07-'10; Help Center volunteer Jun - Nov 2014; Help Center Employee Dec '14 to present (pd. by Experience Works).

Attach additional pages if necessary.

Joella M Biggs
Signature

May 19, 2015
Date

Return to:

City Manager's Office
300 N. Coal
Mexico, MO 65265
573-581-2100 mlecount@mexicomissouri.org

Joella M Biggs
1020 MacFarlane
Mexico, Mo. 65265
573-355-4727

Thirty years of office experience in job titles progressing from clerk to assistant manager.

- 1968 – 1988 **University of Missouri Hospital & Clinics, Columbia, MO**
Secretary, Physical Therapy Curriculum
Secretary to Director; assisting faculty and students
Administrative Secretary, Physical Medicine & Rehabilitation
Secretary to Chairman, supervise non-faculty staff, complete departmental administrative paperwork and payroll, liaison to PM&R section directors, Medical School Dean's Office and other departments, assist faculty, staff, and students
Administrative Assistant, Safety & Security
Lt. (commissioned officer), investigate incidents involving safety, complete staff fire response training for hospital, building inspections hospital to accomplish compliance, then act as liaison with insurance and Joint Commission Accreditation of Hospitals
Assistant Manager, Telecommunications
Complete responsibility for staff and business function of telecommunications for hospital and medical school
- 1991 – 1995 **Army & Air Force Post Exchange Services, Fuerth, Germany**
Home Office, Dallas, TX
Payroll Clerk
Administrative Secretary, Manager's Office
- 1996 – 1999 **American Cyanamid, Palmyra, MO**
Data Scanner Clerk, Maintenance Office
Scan and compile information, assist operators and office staff with input/output of information
- 2000 – 2004 **Tompkins & Willing, Accountants, LLC**
2929 Palmyra Road, Hannibal, MO
Secretary Receptionist
Assist partners/owners and clients
- 2007 – 2008 **Wal-mart**
Sales Associate, Sports
Stock from warehouse and assist customers

Compiled: 01 Sep 2010



300 North Coal Street
Mexico, Missouri 65265
Voice: 573.581.2100
Fax: 573.581.2236
www.mexicomissouri.net

Boards and Commissions Volunteer Form

Boards or Commissions of Interest:

Board Name: HOUSING COMMITTEE
Name: CHRISTINE MILLER
Address: 2101 S CLARK ST Mexico 65265
Contact information: Phone 573 567 5158 email: AMILLERTOO@YAHOO.COM
Background: 35 YEARS IN AUTOMOTIVE INDUSTRY AS COLLISION + PAINT MANAGER. LED A TEAM OF EMPLOYEES, CUSTOMER RELATIONS, COMPUTER OPERATIONS, WEBSITE BUILDING AND TROUBLESHOOTING SOLUTIONS.

Reason for Volunteering: HELP OUR COMMUNITY OF MEXICO- AND CITIZENS BY GOOD EVALUATIONS OF ISSUES AS WELL AS SOLUTIONS.

Do you have any experience which City Boards or Commissions could benefit from? Chamber - City of Commerce in Long Beach California Volunteer Committees for Fund Raising, Dinners, Holiday Events, Bicycle Rodeo, Habitat for Humanity.

Attach additional pages if necessary.

Christine Miller
Signature

5-21-15
Date

Return to:

City Manager's Office
300 N. Coal
Mexico, MO 65265
573-581-2100 mlecount@mexicomissouri.org