



## SPECIAL ANNOUNCEMENT REGARDING CITY COUNCIL MEETINGS

Under Section 610.015 of the Mo. Sunshine Law provides that members of the City Council who are not physically in the Council Chambers can participate and vote on all matters when an emergency exists and the nature of the emergency is stated in the minutes.

The U.S., and the world, is in a state of emergency due to the Coronavirus—Covid-19. Therefore, members of the City Council have elected to participate in this meeting electronically for the public health and safety of each other and the general public.

To follow along with the City Council meeting please see instructions below. To make a comment during the public comment portion of the meeting please either click the hand icon via Zoom to “raise” your hand, or if you are dialing in from a phone you will “raise your hand” by dialing \*9. Raised hands will be called on the order received. ***Any citizen comments received by e-mail by 4:00 p.m. on Thursday, October 21, 2021 will be distributed to the Mayor and City Council.***

You are invited to a Zoom webinar.

**When: Oct 21, 2021 07:00 PM Central Time (US and Canada)**  
**Topic: October 21, 2021 City Council Meeting**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/82908654896>

**Or to Join by Telephone:**  
**Dial: +1 312 626 6799 or +1 301 715 8592**  
**Webinar ID: 829 0865 4896**

If you are unable to join the webinar the meeting will be live-streamed on the following platforms:

City of Kirkwood Website: [www.Kirkwoodmo.org/livestream](http://www.Kirkwoodmo.org/livestream)  
Facebook: [www.facebook.com/cityofkirkwoodmo](http://www.facebook.com/cityofkirkwoodmo)  
YouTube: [www.YouTube.com/kirkwoodcitymo](http://www.YouTube.com/kirkwoodcitymo)

**\*\*SEE THE FOLLOWING PAGES FOR THE AGENDA**



**Kirkwood City Council  
Agenda  
Via Zoom  
Thursday, October 21, 2021, 7:00 p.m.  
Revised & Posted on October 19, 2021**

- I. PLEDGE OF ALLEGIANCE - COUNCIL MEMBER ZIMMER**
- II. ROLL CALL**
- III. INTRODUCTIONS AND RECOGNITIONS - NONE**
- IV. PRESENTATIONS - NONE**
- V. PUBLIC HEARINGS - NONE**
- VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON**

The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. The Mayor may refer any matter brought up to the City Council to the Chief Administrative Officer or City Clerk if action is needed.

**VII. CONSENT AGENDA**

All items within the Consent Agenda will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. The expenditures listed in the consent agenda are items already approved in the current city budget.

- a) Approval of the October 7, 2021 Council Meeting Minutes
- b) Resolution 97-2021, accepting the single source proposal of New Again, Inc. for re-strapping and re-painting of Aquatic Center Chairs and Loungers and authorizing and directing the Mayor to enter into a contract (\$20,450)
- c) Resolution 98-2021, accepting the single source proposal of Schweitzer Engineering Laboratories for the purchase of twenty-two SEL-751 Feeder Protection Relays for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$66,838.20)
- d) Resolution 99-2021, accepting the quote of Westport Pools, INC. for the purchase of materials and repairs to the Aquatic Center pool and authorizing and directing the Director of Procurement to issue a Purchase Order (\$52,377.55)
- e) Resolution 100-2021, accepting the quote of Westport Pools, INC. for the purchase of materials and installation for repairs to the Aquatic Center pump room and authorizing and directing the Director of Procurement to issue a Purchase Order (\$54,125)
- f) Resolution 101-2021, accepting the bid of Wright Tree Service, INC. for Vegetation Management Services for the Electric Department for an initial term of 12 months with the option to renew for up to four additional 12 month terms



pending budgetary approval and authorizing and directing the Mayor to enter into a contract (at the rates provided in the memo)

**VIII. UNFINISHED BUSINESS**

1. Bill 10899, appropriating funds from the General Fund Balance to the Other Professional Services Account for Forestry operations (\$124,623)

**IX. NEW BUSINESS**

1. Bill 10900, amending and readopting the provisions of Appendix E, "Personnel Rules and Regulations" of the Kirkwood Code of Ordinances
2. Bill 10901, appropriating funds from the Equitable Sharing Fund Balance to the Training Account for registration fees for Police Department training (\$8,100)
3. Bill 10902, amending the Kirkwood Code of Ordinances, Chapter 17, Article V., Section 17-74 "Obstructing Public Places"
4. Bill 10903, amending the Kirkwood Code of Ordinances, Chapter 17, Article V., by deleting Section 17-82 "Solicitations" in its entirety and inserting a new Section 17-82 "Standing in Streets, Roadways, Highways, and Certain Medians Prohibited"
5. Resolution 102-2021, accepting the bid of Elliot Equipment Co. (pursuant to Sourcewell Cooperative Contract) for the purchase of a 2022 Side Loader Refuse Truck for the Sanitation Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$256,200)
6. Resolution 103-2021, accepting the bid of Pierce Manufacturing Inc. Supply (pursuant to HGACBuy Cooperative Contract) for the purchase of a Pierce Fire Rescue Pumper for the Fire Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$332,895, funding contingent upon approval of the 2022/2023 fiscal year budget)

**X. CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)**

**XI. CITY COUNCIL REPORTS**

**XII. CHIEF ADMINISTRATIVE OFFICER REPORTS**

1. Request from the Kirkwood Optimist Club to operate its annual fundraising tree lot at North Middle School beginning on November 20, 2021 with hours of operation 4:00 p.m. to 9:00 p.m. Monday through Friday, and 9:00 a.m. to 9:00 p.m. Saturday and Sunday

**XIII. CITY ATTORNEY REPORTS**

**XIV. CITY CLERK REPORTS**

1. Planning & Zoning Commission Meeting Reports (if any)
2. Upcoming Public Hearings:  
November 4, 2021
  1. A request for a Special Use Permit for Outdoor Dining and Site Plan Review for 4 Hands/Down by the Station at 150 West Argonne Drive.
  2. A request for Zoning Code Text Amendments regarding parking rates for educational institutions.



**XV. MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on November 4, 2021.**

**CONTINUED ITEMS**

NONE

**TABLED ITEMS**

NONE

**Kirkwood City Council:** Mayor Tim Griffin, Council Members Maggie Duwe, Liz Gibbons, Bob Sears, Wallace Ward, Kara Wurtz, and Mark Zimmer

**Contact Information:** For full City Council contact information visit [www.kirkwoodmo.org/council](http://www.kirkwoodmo.org/council). To contact the City Clerk call 314-822-5802. To contact the Chief Administrative Officer call 314-822-5803.

**Accommodation:** The City of Kirkwood is interested in effective communication for all persons. Persons requiring an accommodation to attend and participate in the meeting should contact the City Clerk at 314-822-5802 at least 48 hours before the meeting. With advance notice of seven calendar days, the City of Kirkwood will provide interpreter services at public meetings for languages other than English and for the hearing impaired. Upon request, the minutes from this meeting can be made available in an alternate format, such as CD by calling 314-822-5802.



# ***THE CONSENT AGENDA IS ATTACHED***

- a) Approval of the October 7, 2021 Council Meeting Minutes
- b) Resolution 97-2021, accepting the single source proposal of New Again, Inc. for re-strapping and re-painting of Aquatic Center Chairs and Loungers and authorizing and directing the Mayor to enter into a contract (\$20,450)
- c) Resolution 98-2021, accepting the single source proposal of Schweitzer Engineering Laboratories for the purchase of twenty-two SEL-751 Feeder Protection Relays for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$66,838.20)
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- f) Resolution 101-2021, accepting the bid of Wright Tree Service, INC. for Vegetation Management Services for the Electric Department for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval and authorizing and directing the Mayor to enter into a contract (at the rates provided in the memo)



WHERE COMMUNITY AND SPIRIT MEET

# DRAFT

## Kirkwood City Council Meeting Minutes Via Zoom Thursday, October 7, 2021, 7:00 p.m.

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, October 7, 2021, at 7:00 p.m. via Zoom Virtual meeting. Present were Mayor Griffin, Council Member Duwe, Gibbons, Sears, Ward, Wurtz, and Zimmer. Also in attendance were Chief Administrative Officer Russell Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Ashe, Deputy City Clerk Kim Sansegraw, Public Services Director Bill Bensing, Planning and Development Services Director Jonathan Raiche, Finance Director Sandy Stephens, Communications Manager Freddy Doss, and City Attorney John Hessel.

### **ANNOUNCEMENTS FROM CITY ATTORNEY**

City Attorney John Hessel stated for the record that under Section 610.015 of the Mo. Sunshine Law provides that members of the City Council who are not physically in the Council Chambers can participate and vote on all matters when an emergency exists and the nature of the emergency is stated in the minutes.

So, let the minutes reflect that the U.S., and the world, is in a state of emergency due to the Coronavirus—Covid 19. Therefore, members of the City Council have elected to participate in this meeting electronically for the public health and safety of each other and the general public.

### **INTRODUCTIONS AND RECOGNITIONS**

NONE

### **PRESENTATIONS**

NONE

### **PUBLIC HEARINGS**

NONE

### **PUBLIC COMMENTS**

NONE

### **CONSENT AGENDA**

Motion was made by Council Member Duwe and seconded by Council Member Zimmer to approve the Consent Agenda. The Consent Agenda was unanimously approved. It was requested that item (b) be removed from the Consent Agenda for discussion. The Consent Agenda with item (b) removed was unanimously approved. Council Member Gibbons noted her vote on the Resolution 92-2021 was an "abstain" vote from the September 16, 2021 City Council Meeting.



# DRAFT

WHERE COMMUNITY AND SPIRIT MEET\*

- a) Approval of the September 16, 2021 Council Meeting Minutes
- b) Resolution 93-2021, accepting the single source proposal of Pitney Bowes for the Relay 7000 Inserting Machine for the Finance Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$41,390) **\*Removed and placed at the end of the agenda**
- c) Resolution 94-2021, accepting the single source quotation of Schulte Supply for the first year with an annual license renewal at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for AMI Neptune 360 Advanced Platform Upgrade for the Water Department and authorizing and directing the Mayor to enter into a contract (\$20,221.81)

## UNFINISHED BUSINESS

Bill 10895, amending the Kirkwood Code of Ordinances, Chapter 14, Article III, Section 14-166 to add language pertaining to driving while license or driving privilege is cancelled, suspended or revoked penalty was brought before the council.

Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10729.

Bill 10897, appropriating \$2,805,526 to the Federal/ARPA Fund Account and appropriate \$500,000 to the Machinery and Equipment Account, Project #AD2202 was brought before the council.

Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"



WHERE COMMUNITY AND SPIRIT MEET\*

## DRAFT

The bill, having received majority approval of the Council, was adopted and became Ordinance 10730.

Bill 10898, adopting a revised City of Kirkwood Classification and Pay Plan was brought before the council.

### Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10731.

### NEW BUSINESS

Bill 10899, appropriating \$124,623 from the General Fund Balance to the Other Professional Services Account for Forestry Operations was brought before the council. Motion was made by Council Member Duwe and seconded by Council Member Gibbons to accept the bill for first reading approval. A discussion took place.

The bill received first reading approval and was held over.

Resolution 95-2021, amending the contract with Lochmueller Group by increasing the contract amount by \$73,177.65 for a not to exceed amount of \$280,882.50 for additional Engineering Services for the West Essex Watermain Replacement Project and authorizing and directing the Mayor to enter into an amended contract was brought before the council. Motion was made by Council Member Gibbons and seconded by Council Member Ward to accept the Resolution as read.

### Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"



WHERE COMMUNITY AND SPIRIT MEET™

# DRAFT

Resolution 96-2021, approving a second one-year extension to the approval of Ordinance 10627 granting a Special Use Permit and Site Plan approval for motor vehicle sales at 10230 and 10240 Manchester Road was brought before the council. Motion was made by Council Member Duwe and seconded by Council Member Gibbons to accept the Resolution as read.

## Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"

## CONSENT AGENDA ITEMS FOR DISCUSSION

Resolution 93-2021, accepting the single source proposal of Pitney Bowes for the Relay 7000 Inserting Machine for the Finance Department and authorizing and directing the Director of Procurement to issue a Purchase Order (\$41,390) was brought before the council. Motion was made by Council Member Ward and seconded by Council Member Wurtz to accept the bill for first reading approval. A discussion took place.

## Roll Call:

Mayor Griffin	"Yes"
Council Member Duwe	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"

## CITY COUNCIL REPORTS

Council Member Zimmer reported Hands on Kirkwood had a great turnout and thanked everyone who gave their time and effort to the City.

Council Member Ward reported on the Police Department Open House.

Council Member Ward attended the ribbon cutting ceremony for the Shaved Duck restaurant inside the Kirkwood Schnucks store.



WHERE COMMUNITY AND SPIRIT MEET™

## DRAFT

Council Member Gibbons acknowledged the Greentree Committee and Parks and Recreation Department for putting on a great Greentree Festival.

Council Member Duwe reported on the final Smart Growth America meeting.

Mayor Griffin and Council Member Ward along with the Meacham Park neighborhood welcomed the Kirkwood School District's Central Office relocation to the J. Milton Turner School.

### **CHIEF ADMINISTRATIVE OFFICER REPORT**

Mr. Hawes reported that the City received an Application for Liquor License to sell intoxicating liquor by the drink, plus Sunday, from First Watch Restaurants., 491 S. Kirkwood Road. Motion was made by Council Member Ward and seconded by Council Member Duwe to approve the application. The motion was unanimously approved.

Mr. Hawes reported that the City received an Application for Liquor License to sell intoxicating liquor by the drink, plus Sunday, from Revel Kitchen, 11215 Manchester Road. Motion was made by Council Member Wurtz and seconded by Council Member Duwe to approve the application. The motion was unanimously approved.

### **CITY ATTORNEY REPORT NONE**

### **CITY CLERK REPORT**

City Clerk Asche read the report of the October 6, 2021 Planning & Zoning Commission. The following action was taken:

1. By a vote of 6-0, the Commission recommended approval of the request for a Special Use Permit for Outdoor Use and Site Plan Review for 4 Hands/Down by the Station at 150 West Argonne Drive. A public hearing will be scheduled.
2. By a vote of 6-0, the Commission recommended approval of Zoning Code Text Amendments regarding parking rates for educational institutions. A public hearing will be scheduled.

Ms. Asche reported there are currently no scheduled upcoming public hearings, but that the two items in the October 6, 2021 Planning & Zoning Commission report will be scheduled for a public hearing.



WHERE COMMUNITY AND SPIRIT MEET\*

# DRAFT

## ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:26 p.m. The next regular council meeting is scheduled for October 21, 2021 at 7:00 p.m.

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Laurie Asche  
City Clerk

***Approved:***

RESOLUTION 97-2021

A RESOLUTION ACCEPTING THE SINGLE SOURCE PROPOSAL OF NEW AGAIN, INC. IN THE AMOUNT OF \$20,450 FOR RE-STRAPPING AND RE-PAINTING OF AQUATIC CENTER CHAIRS AND LOUNGERS AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, the aging Aquatic Center pool chairs and loungers are in need of re-strapping and re-painting, and

WHEREAS, New Again, INC. submitted a proposal in the amount of \$20,450 for the re-strapping and re-painting of the Aquatic Center pool chairs and loungers, and

WHEREAS, New Again, INC. was determined to be a sole source provider for this service after attempts to solicit competitive bids, and

WHEREAS, funds are available in Account #302-2001-600.75.03, Project #PR2201/.

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

SECTION 1. The single source proposal of New Again, INC. in the amount of \$20,450 for re-strapping and re-painting of Aquatic Center pool chairs and loungers is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with New Again, INC. in the amount of \$20,450 for re-strapping and re-painting of Aquatic Center pool chairs and loungers.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk



# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

The aging Aquatic Center requires repair or replacement of various equipment items. The pool chairs and loungers are in need of repainting and restrapping. Repairing these items is less expensive than purchasing new ones and is environmentally a more responsible option than throwing them into a landfill and purchasing new. This project would refurbish 150 loungers and chairs.

Recommendations and Action Requested:

The specific recommendation is to enter into a contract with New Again, Inc. out of Kansas City, KS. New Again is a sole source provider of this service. They will pick up the chairs in need of repair, take them to their facility in KS, repaint and restrap them and return them to Kirkwood.

Alternatives Available:

Purchase new at significantly higher price.

Does this project have a public information component?  Yes  No

Cost: \$20,450.00 Account #: 30220016007503 Project #: PR2201 Budgeted: YES

If YES, Budgeted Amount: \$421,652.05 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Kyle Henke

Date: 10/6/2021

Authenticated: henkekk

*You can attach up to 3 files along with this request.*



Estimate\_3715\_from\_New\_Ag  
ain\_Inc.pdf  
Adobe Acrobat Document  
46.1 KB



Single Source Request.doc  
Microsoft Word 97 - 2003  
Document  
33.5 KB



Restrapping Pool Furnitures  
Recommendation Memo.doc  
Microsoft Word 97 - 2003  
Document  
98.5 KB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (**Must have Purchasing Director's approval**).

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

You can attach up to 3 files along with this request.



Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is sufficient and available for \$20,450 in account 302-2001-600-75-03, Building & Site Improvement, Project PR2201, Pool Repairs to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21

New Again, Inc.  
 1625 Tonganoxie Rd  
 Tonganoxie, KS 66086 US  
 913-764-1999  
 shawn.newagain@gmail.com  
 NewAgainPatioFurniture.com

Estimate 3715



ADDRESS	SHIP TO	DATE	TOTAL
KIRKWOOD PARKS AND REC KIM HEDGE PATH 111 S GEYER ROAD KIRKWOOD, MO 63122	KIRKWOOD PARKS AND REC KIM HEDGE PATH 111 S GEYER ROAD KIRKWOOD, MO 63122	05/20/2021	\$20,450.00

SALES REP  
 RAQUEL

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	VINYL STRAPS CHAIR RESTRAP (22 CHAIRS AT 19 STRAPS PER CHAIR)	418	3.50	1,463.00T
	VINYL STRAPS CHAISE RESTRAP ( 110 CHAISE AT 34 PER CHAISE)	3,740	3.50	13,090.00T
	VINYL STRAPS BEACH CHAIRS RESTRAP (18 BEACH CHAIRS AT 19 STRAPS PER CHAIR)	342	3.50	1,197.00T
	POWDER COATING COSMETIC SPRAY CHAIRS	40	15.00	600.00T
	POWDER COATING COSMETIC SPRAY CHAISE	110	25.00	2,750.00T
	DRIVEWAY PICKUP AND DELIVERY	1	1,350.00	1,350.00

SUBTOTAL 20,450.00  
 TAX 0.00

TOTAL \$20,450.00

THANK YOU.

Accepted By

Accepted Date

ANY ITEMS LEFT 5 BUSINESS DAYS PAST COMPLETION WILL BE CHARGED A STORAGE FEE OF \$2.00 PER DAY PER ITEM.

City of Kirkwood  
Single Source Purchasing Request

The Purchasing Ordinance (Article IV) for the City of Kirkwood requires that purchases of all supplies and contractual services exceeding \$1,500 be purchased using a competitive bidding process, and contract is awarded to the lowest responsible bidder after solicitation of between 3 and 5 responsible prospective suppliers depending on dollar threshold.

The requirement for competitive bids or proposals may be waived when the Director of Purchasing has determined, in writing, that there is only a single feasible source for the supplies.

This form is used to request and document requests for sourcing of supplies or contractual services that a requisitioner (person requesting the goods or services) believes must be single sourced as defined by the Purchasing ordinance.

The Requisitioner should complete the attached form and submit to the Director of Purchasing no later than 90 days prior to the date the item or service will be needed to allow adequate time for research, approvals by the Director of Purchasing and the CAO if applicable, sourcing if needed, and preparation and execution of the appropriate contracts and purchase orders.

**Memorandum**

To: Brian Mullady, Dir of Procurement From: Kim Hedgpeth \_\_\_\_\_  
Date: \_\_10\_\_ / \_\_6\_\_ / 2021 Subject: Single Source Purchase Request

Requisitioner Information

1. Supply or Contractual Service to be sourced: \_Restrapping of 150 pool lounge chairs and upright chairs.
2. Requisitioner name and department that uses item or service: \_Kim Hedgpeth, Superintendent of Recreation – Parks and Recreation Department
3. Has this item or service been used previously in the City of Kirkwood? \_\_\_ Yes \_\_X\_\_ No \_\_\_\_\_ Other comment \_\_\_\_\_
4. If previously used by the City, was this item or service single sourced? \_\_\_ Yes \_\_\_ No \_\_\_\_\_ Other comment \_\_\_\_\_
5. Are the supplies or service proprietary and only available from the manufacturer? \_\_\_ Yes \_\_\_ No \_\_X\_\_ Other comment \_\_\_\_\_
6. If the answer to #5 is yes, please list the manufacturer: \_\_\_\_\_
7. Are the supplies or service only available from a single distributor? \_\_X\_\_ Yes \_\_\_ No \_\_\_\_\_ Other comment \_\_\_\_\_
8. If the answer to #7 is yes, please list the distributor: \_New Again, Inc.
9. Is there only one distributor that services the region that includes the City of Kirkwood? \_\_X\_\_ Yes \_\_\_ No \_\_\_\_\_ Other comment \_\_\_\_\_
10. If the answer to #9 if yes, please list the distributor and region served: \_\_New Again, Inc Midwest United States
11. Is there a discount available for a limited period of time that would apply if supply or service is purchased from a single distributor that would be lower cost than market value for supply or service? \_\_\_ Yes \_\_X\_\_ No \_\_\_\_\_ Other comment \_\_\_\_\_
12. If the answer to #11 is yes, please list the details known of the timeframe and discount available:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From the desk of...  
Kim Hedgpeth, Superintendent of Recreation  
111 S. Geyer Road, Kirkwood, Missouri 63122  
Phone: 314.822.5857 Fax: 314.984.5931  
E-mail: hedgpek@kirkwoodmo.org



# Memo

**To:** Kirkwood City Council  
**From:** Kim Hedgpeth  
**CC:** Kyle Henke  
**Date:** 10/13/2021  
**Re:** Aquatic Center Chair and Lounger Repair

Bids were recently requested for the repair and restoration of 150 Aquatic Center lounge chairs and deck chairs. The vinyl straps on the pool chairs have become brittle and discolored and some are missing altogether. Vinyl strap replacement is an economical way to repair outdoor pool furniture. Strap replacement is eco-friendly and cost effective. The purchase of new furniture has increased tremendously due to the cost of metals, shipping, energy and labor. For these reasons, I recommend we choose to restrap and repaint the frames.

New Again, Inc. is a company located in Kansas City, KS. In 2011 they began restrapping vinyl furniture for hotels, community pools, and parks and recreation departments. They are currently the only reputable company in the Midwest that provides this service. To date, they have served over 3,200 commercial and residential customers.

New Again's service includes picking up the chairs from our pool, taking them back to Kansas City, replacing the straps, painting the frames, and delivering them back to Kirkwood in the spring.

The Parks and Recreation Capital budget includes a line item for pool equipment repairs. Account # 302-2001-600-75-03 under project #2201 currently has a balance of \$59,510.05. This is the account we wish to charge the **\$20,450.00** cost to. This includes:

CHAIR RESTRAP (22 CHAIRS AT 19 STRAPS PER CHAIR)	\$1,463
CHAISE RESTRAP (110 CHAISE LOUNGERS AT 34 PER CHAISE)	\$13,090
BEACH CHAIRS RESTRAP (18 BEACH CHAIRS AT 19 STRAPS PER CHAIR)	\$1,197
POWDER COATING COSMETIC SPRAY CHAIRS	\$600
POWDER COATING COSMETIC SPRAY CHAISE LOUNGERS	\$2,750
<u>DRIVEWAY PICKUP AND DELIVERY</u>	<u>\$1,350</u>
TOTAL	\$20,450

This specific recommendation is to enter into a contract with the sole provider, New Again, Inc. as the company we select to repair and repaint 150 pool chairs for a total not to exceed \$20,450. Funds for this project were previously approved by Council and are available in account #302-2001-600-75-03 PR 2201.

October 12, 2021

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Kirkwood Aquatic Center Pool Chair and Lounger Repair; Bid # 500317

A quote was requested from New Again, INC, who was determined to be a sole source vendor for this service after attempts to solicit competitive bids.

**Vendor**

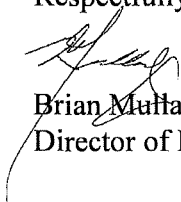
**New Again, INC**

**\$20,450.00**

Funds are available in the account number 302-2001-600-75.03, Project PR2201 in the amount of \$20,450.00.

Attached is a request from Kyle Henke, Parks Director, for a resolution authorizing a contract to be entered into with New Again, INC for the amount of \$20,450.00 for the re-strapping and re-painting of the Aquatic Center chairs and loungers.

Respectfully,

  
Brian Muffady  
Director of Procurement



RESOLUTION 98-2021

A RESOLUTION ACCEPTING THE SINGLE SOURCE PROPOSAL OF SCHWEITZER ENGINEERING LABORATORIES IN THE AMOUNT OF \$66,838.20 FOR THE PURCHASE OF TWENTY-TWO SEL-751 FEEDER PROTECTION RELAYS FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, in May 2020 the Kirkwood Electric Department began replacing substation relays that were no longer supported by existing relays, and

WHEREAS, moving toward the industry standard that was approved by Ameren, Kirkwood Electric has previously replaced fourteen relays from Schweitzer Engineering Laboratories by the approval of Resolution 62-2022, and

WHEREAS, Schweitzer Engineering Laboratories submitted a proposal in the amount of \$66,838.20 for twenty-two SEL-751 Feeder Protection Relays for the Electric Department, and

WHEREAS, Schweitzer Engineering Laboratories is proprietary through KD Johnson, Inc., therefore is the single source provider of the City, and

WHEREAS, funds are available in Account #501-2115-480.75.15, Project #EL2102.

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

SECTION 1. The single source proposal of Schweitzer Engineering Laboratories in the amount of \$66,838.20 for the purchase of twenty-two SEL-751 Feeder Protection Relays for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a purchase order to Schweitzer Engineering Laboratories in the amount of \$66,838.20 for the purchase of twenty-two SEL-751 Feeder Protection Relays for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan YES

Goal # & Title Goal #1 - Enhance the Quality of Life of Citizens

Background To Issue:

In May 2020 Kirkwood Electric began replacing substation relays that were no longer supported by the repair and maintenance services for the relays. Kirkwood Electric opted to move to the industry standard relay that is approved by the Ameren since Kirkwood Electric interconnects with Ameren for substation transmission service. The first 14 relays associated with the relay replacement program were approved for purchase via Resolution 62-2020. The department is now in the position to replace the remaining 22 substation relays in the system.

Recommendations and Action Requested:

The Electric Department recommends approval of a resolution to allow the Procurement Department to enter into an agreement to purchase substation relays from Schweitzer Engineering Laboratories to replace the substation relays in the Kirkwood Electric Substations with funding currently available for Distribution System Upgrades (501-2115-480-75-15 Project EL2102). The terms of the agreement will be based on the quotes provided for the relays, will align with council approved funding, and will last until the completion of the project.

Alternatives Available:

Kirkwood Electric must utilize a relay that is approved by its substation interconnect entity, Ameren, when replacing the relays. The Schweitzer relays have been approved by Ameren and utilized by Kirkwood Electric in a limited capacity in the past. With the discontinuance of the alternative vendor's relay it is imperative that Kirkwood Electric now replace all of its relays to keep the power on.

Does this project have a public information component?  Yes  No

Cost: \$66,839.00 Account #: 50121154807515 Project #: EL2102 Budgeted: YES

If YES, Budgeted Amount: \$474,814.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:


Distribution System Upgrade funding for this expenditure is already in place and has been previously approved and used this purpose. The department recommends approval of this resolution.

BY: Mark Petty

Date: 10/6/2021

Authenticated: pettyma

*You can attach up to 3 files along with this request.*

  
City of Kirkwood - KD Johnson -  
00115206\_V1.pdf  
Adobe Acrobat Document  
104 KB

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

*You can attach up to 3 files along with this request.*

  
500310\_ Resolution Letter \_  
SINGLE SOURCE - Signed.pdf  
Adobe Acrobat Document  
245 KB

 File Attachment

 File Attachment

Step #3: If budgetary approval is required **(Must have Finance Department's approval).**

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$66,839 in account 501-2115-480-75-15, Distribution System Improvements, Project EL2102, Circuit Upgrade to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

 10-13-21



**SCHWEITZER  
ENGINEERING  
LABORATORIES**

***K D JOHNSON INC***

Please address purchase orders to:  
Schweitzer Engineering Laboratories, Inc.  
2350 NE Hopkins Court  
Pullman, WA 99163

Reference this quote number and send purchase orders to:  
Quotes@kdjinc.com

Created Date	10/1/2021	Quote Number	00115206
Account Name	City of Kirkwood	Expiration Date	11/30/2021
Sold To Contact	Mark Petty	Prepared By	Chris Supple
Sold To Contact Email	<a href="mailto:pettyma@kirkwoodmo.org">pettyma@kirkwoodmo.org</a>	Sold To Sales Channel	KD Johnson Quotes@kdjinc.com

Part Number	Description	Sales Price	Quantity	Total Price
751#MJ24 (751102BCC0X7785AD21)	SEL-751 Feeder Protection Relay	USD 3,038.10	22.00	USD 66,838.20
Grand Total				USD 66,838.20

#### Lead Time

Ship-from-stock models: typically ship within 2 business days  
Relays and communication products\*: typically ship within 5-13 business days  
\*A small number of products temporarily have a longer lead time. Inquire with your SEL Representative for specific lead times.  
Accessories and cables: typically ship within 3-7 business days  
Enclosure products: typically ship within 10-15 business days  
Faulted-Circuit indicators and sensors: typically ship within 20-40 days

Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change due to special situations at the time of order processing. Previously listed lead times do not include delivery time.

#### End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

#### Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

#### Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

#### Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.



**SCHWEITZER  
ENGINEERING  
LABORATORIES**

***K D JOHNSON INC***

#### Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

#### Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at [data\\_protection@selinc.com](mailto:data_protection@selinc.com).

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

October 20, 2021

To: Russell Hawes, Chief Administrative Officer

**For Your Consideration:** Schweitzer Substation Relays for Electric Distribution System Upgrades, #500310

In May 2020, Kirkwood Electric began replacing substation relays that were no longer supported by existing relays. Moving toward the industry standard that was approved by Ameren, Kirkwood Electric has previously replaced (14) fourteen relays by means of Resolution 62-2020. Kirkwood Electric would like to continue with this project as it interconnects with Ameren for substation transmission service.

Based upon the desire of Kirkwood Electric to update and further their capital planning capabilities, a relay that interconnects with Ameren is ideal. The Schweitzer Engineering Laboratories relay has shown little to no down time and Kirkwood Electric would like to move forward with a Relay Replacement Program which will allow them to procure relays that will align with council approved funding until the program is complete.

Schweitzer Engineering Laboratories relay is proprietary through KD Johnson Inc. Kirkwood Electric is requesting Single Source procurement under Sec. 2-377 "Single Source Purchasing Procedure" of our ordinance stating the criteria of "Supplies are proprietary and only available from the manufacturer or a single distributor." The cost for a single relay is:

SEL-751 Feeder Protection Relay

\$3,038.10

At this time, Kirkwood Electric would like to replace (22) twenty-two relays at a total cost of \$66,838.20. Funds are available in the account number, 501-2115-480.75-15, Project # EL2102, in the amount of \$474,814.00.

Attached is a request from Mark Petty, Kirkwood Electric Director, for a request to authorize a purchase order to be entered in the amount of \$66,838.20 for a total of (22) twenty-two SEL-751 Feeder Protection Relay's. A request to order additional relays as the program continues, pending budgetary approval is ideal, so to keep the power on for its residents and business entities.

Respectfully,



Brian Mullady  
Director of Procurement

RESOLUTION 62-2020

A RESOLUTION ACCEPTING THE QUOTE OF SCHWEITZER ENGINEERING LABORATORIES IN C/O KD JOHNSON INC. AS A SINGLE SOURCE PROVIDER IN THE AMOUNT OF \$43,653 FOR SUBSTATION RELAYS FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, staff recommends the acceptance of the quote of Schweitzer Engineering Laboratories in c/o KD Johnson Inc. proposal for substation relays for the Electric Department, and

WHEREAS, Schweitzer Engineering Laboratories in c/o KD Johnson Inc. is considered a single source provider as defined in Article VI. Procurement, Division 1, Generally, Section 2-377 Single Source Procurement Procedure, and

WHEREAS, funds are available in Account #501-2115-480.75.15, Project #EL2102.

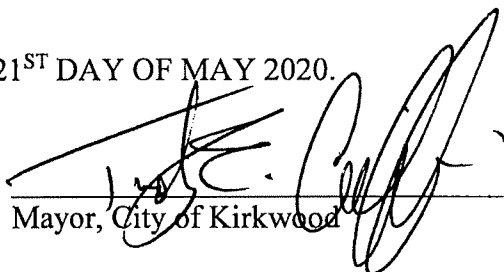
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The quote of Schweitzer Engineering Laboratories in c/o KD Johnson Inc. as a single source provider in the amount of \$43,653 for substation relays for the Electric Department is hereby accepted and approved.

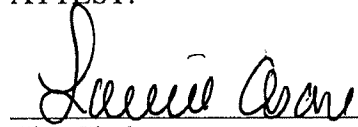
SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Schweitzer Engineering Laboratories c/o KD Johnson Inc. in an amount of \$43,653 for substation relays for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF MAY 2020.

  
\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

  
\_\_\_\_\_  
City Clerk

RESOLUTION 99-2021

A RESOLUTION ACCEPTING THE QUOTE OF WESTPORT POOLS, INC. IN THE AMOUNT OF \$52,377.55 FOR THE PURCHASE OF MATERIALS AND REPAIRS TO THE AQUATIC CENTER POOL AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City of Kirkwood competitively bid and awarded Aquatic Center Maintenance to Westport Pools, INC. under Contract #13306, which was renewed on June 20, 2021, and

WHEREAS, the City of Kirkwood requested a quote from Westport Pools, INC. to repair leaks to the Aquatic Center pool, and

WHEREAS, staff recommends that the City of Kirkwood accept the quote of Westport Pools, INC. for the purchase of materials and repairs to the Aquatic Center pool in the amount of \$52,377.55, and

WHEREAS, funds are available in Account #302-2001-600.75.03, Project #PR2201.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$52,377.55 to Westport Pools, INC., for the purchase of materials and repairs to the Aquatic Center pool.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk



# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan Select... Goal # & Title

### Background To Issue:

There continues to be several leaks at the Aquatic Center. Leaks are not uncommon in aquatic facilities as the ground shifts and pipes become brittle. Additionally, caulking separates and becomes old which requires new caulking be installed. Finally, valves become leaky and flanges need to be replaced. All of these issues are causing a loss of water at the Aquatic Center.

### Recommendations and Action Requested:

Westport Pools, our approved contractor for pool repairs, has provided a proposal to seek out and repair these leaks. Their proposal estimate in total is \$52,377.55. I recommend we proceed with the proposal from Westport Pools.

### Alternatives Available:

Do nothing and allow the leaks to continue.

Does this project have a public information component?  Yes  No

Cost: \$52,377.55 Account #: 30220016007503 Project #: PR2201 Budgeted: YES

If YES, Budgeted Amount: \$421,652.05 If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Kyle Henke

Date: 10/6/2021

Authenticated: hedgpekd

*You can attach up to 3 files along with this request.*



Westport Pool Leak Proposal  
Memo.doc  
Microsoft Word 97 - 2003  
Document  
98.5 KB



2021 Pool Repairs and Caulk  
Bid.pdf  
Adobe Acrobat Document  
302 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

You can attach up to 3 files along with this request.



File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$52,378 in account 302-2001-600-75-03, Building and Site Improvement, Project PR2201 Pool Repairs to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21

From the desk of...  
Kim Hedgpeth, Superintendent of Recreation  
111 S. Geyer Road, Kirkwood, Missouri 63122  
Phone: 314.822.5857 Fax: 314.984.5931  
E-mail: hedgpek@kirkwoodmo.org



# Memo

**To:** Kirkwood City Council  
**From:** Kim Hedgpeth  
**CC:** Kyle Henke  
**Date:** 10/13/2021  
**Re:** Aquatic Center Leak Repairs

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A proposal was recently requested from Westport Pools to address the continued leaks at the Aquatic Center. There are several leaks Westport has located and they have delivered a proposal that they feel will correct these leaks.

Leaks are not uncommon in aging aquatic centers. As the ground shifts and pipes become brittle, pipe fittings can become loose or fail altogether. Additionally, valves and flanges become stripped and no longer work properly and need to be replaced. Finally, caulking becomes old and stiff and no longer fills the gaps that keeps the concrete water tight.

Westport Pools is our contracted maintenance and repair company as approved by City Council.

The Parks and Recreation Capital budget includes a line item for pool repairs. Account # 302-2001-600-75-03 under project #2103 currently has a balance of \$421,652.05. This is the account we wish to charge the **\$52,377.55** cost to. This proposal includes:

Repairing the gutter line on the west side of the comp pool	\$25,000.00
Replacing two valves in the pit under the slides	\$985.00
Plugging a hole in the slide plunge pool	\$560.00
Various caulking including entire lazy river	\$23,023.55
Inspecting waterfall feature and cutting access hole	\$1,320.00
Replace the plumbing on the river filter line	\$1,489.00
<b>TOTAL</b>	<b>\$52,377.55</b>

I recommend that we proceed with these repairs as proposed by Westport Pools. These projects need to be completed to maintain pool operations for years to come. Thank you for your consideration.

This specific recommendation is to enter into a contract with Westport Pools to repair leaks at various locations throughout the Aquatic Center, for a total not to exceed \$52,377.55. Funding has previously been approved by Council and is available in account #302-2001-600-75-03 PR 2201.



# WESTPORT POOLS

DESIGN | BUILD | SERVICE | RENOVATE | EDUCATE

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City of Kirkwood  
Attn: Kim Hedgpeth

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We hereby submit this proposal and estimates for: *Repairs to the pools.*

- The gutter line on the west side of the competition pool is leaking. We believe that it may be just outside of the filter room wall under the deck. We propose to remove approximately 10'x10' section of deck, locate the plumbing, and try to identify the leak. If the leak is found in this location a price to make the needed repairs will be provided at that time prior to moving forward. **Rough Budgets:**

**Demo \$8,500.00**  
**Repairs \$8,500.00**  
**Concrete Work \$5,500.00**  
**Misc. \$2,500.00**

- If the leak is not found in this location work will stop and a new scope of work will be provided for next steps.
- Replace the 2" and 4" valves in the valve pit under the slide. **Total: \$985.00**
- Permanently plug the hole in the river from the slide plunge pool. **Total: \$560.00**
- Caulk around the pools – Clean out joints, pack joints with backer-rod, caulk joints with silicone caulking.
  - **Competition Pool**
  - Caulk joint between stainless steel gutter and pool deck - **\$3,570.00**
  - Caulk expansion joints in pool deck that are split open - **\$1,401.25**
  - **Sidewalk and Bridge between kiddie pool and Lazy River**
  - Caulk expansion joints in sidewalk and bridge - **\$950.00**
  - **Kiddie Pool and Playground**
  - Caulk joints at beach entry to deck - **\$998.75**
  - Caulk coping to deck joints that are split open - **\$271.42**
  - **Lazy River**
  - Caulk coping to deck joint, both sides of river - **\$7,516.25**
  - **Leisure Pool**
  - Caulk expansion joints that are split open - **\$5,343.75**
  - Caulk coping to deck joints - **\$1,425.00**
  - **Splash Pool**
  - Caulk coping to deck joints - **\$515.71**
  - Caulk expansion joint in deck that are split open- **\$461.42**
  - **Concession Stand**
  - Caulk expansion joints that are split open - **\$570.00**
- Inspect the waterfall features in the river for cause of leak. We will cut open an access hole in each waterfall so we can determine what is causing the water to leak down the river wall. **Total: \$1,320.00**

- Once we have found the cause of the leak, we can provide a new scope of work for the next steps.
- Replace the plumbing on the river filter line to fix a leak at the valve. **Total \$1,489.00**

Westport Pools has no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a subcontract agreement acceptable to us and signed by us. If we are directed to proceed with our work and no subcontract agreement is signed by us, the only terms and conditions governing our work are those contained in this proposal.

**NOTICE TO OWNER**

Failure of this Contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this agreement pursuant to Chapter 429.rsmo. To avoid this result, you may ask this Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

**LATE FEES AND SERVICE INTERUPTION**

If invoices go unpaid past 30 days, customer will receive a \$40.00 late fee. For all invoices that go unpaid over 30 days there will also be a 1.5% monthly fee on all past due invoice amounts. Westport Pools shall have the right to suspend all or any portion of the Pool Service Maintenance Contract. Accounts not paid in full within 45 days of the invoice date.


**DEFAULT CLAUSE**

In the event of default by buyer of any provision of this contract, buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fee shall be awarded to the prevailing party in action brought under this contract. Owner agrees that, in the event of breach or cancellation by owner, owner shall be responsible for charges to date of breach plus contract profits.

**Payment Terms: Net 30**

*All work is warranted for a period of one year from date of completion.  
This proposal is valid for 30 days and is void if not accepted within that time.*

**I have read and understand the above terms and authorize the work to be done as specified.**

<b>Customer</b>	<b>Date</b>
	<b>09/14/2021</b>
<b>Chad Seidler</b>	<b>Date</b>
<b>Service Manager</b>	
<b>Westport Pools</b>	

October 12, 2021

**To:** Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Kirkwood Aquatic Center Maintenance & Repair Services; Contract # 13306

The City of Kirkwood competitively bid and awarded Aquatic Center Maintenance to Westport Pools, INC. under Contract #13306 renewed on 7/21/2021. The City of Kirkwood's requested a quote from the current contracted vendor to seek out and repair leaks in the Aquatic Center pool, and the quote received totaled \$52,377.55.

**Vendor**

**Westport Pools, INC**

**\$52,377.55**

Funds are available in the account number 302-2001-600-75.03, Project PR2201 in the amount of \$421,652.05.

Attached is a request from Kyle Henke, Parks Director, for a resolution authorizing a purchase order to be issued to Westport Pools, INC in the amount of \$52,377.55 to repair leaks at the Kirkwood Aquatic Center,

Respectfully,



Brian Mullady  
Director of Procurement

RESOLUTION 100-2021

A RESOLUTION ACCEPTING THE QUOTE OF WESTPORT POOLS, INC. IN THE AMOUNT OF \$54,125 FOR THE PURCHASE OF MATERIALS AND INSTALLATION FOR REPAIRS TO THE AQUATIC CENTER PUMP ROOM AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City of Kirkwood competitively bid and awarded Aquatic Center Maintenance to Westport Pools, INC. under Contract #13306, which was renewed on June 20, 2021, and

WHEREAS, the City of Kirkwood requested a quote from Westport Pools, INC. for the work outlined in the memo (attached hereto and incorporated by reference herein), and

WHEREAS, staff recommends that the City of Kirkwood accept the quote of Westport Pools, INC. for the purchase of materials and installation for repairs to the Aquatic Center pump room in the amount of \$54,125, and

WHEREAS, funds are available in Account #302-2001-600.75.03, Project #PR2201.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$54,125 to Westport Pools, INC., for the purchase of materials and installation for repairs to the Aquatic Center pump room.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

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Mayor, City of Kirkwood

ATTEST:

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City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan Select... Goal # & Title

### Background To Issue:

A proposal was recently requested from Westport Pools to address the continued drainage problems in the Aquatic Center Pump Room. This proposal is part of the Municipal Park Grant that Kyle Henke secured in 2020. This is the final piece of the grant proposal.

### Recommendations and Action Requested:

Westport Pools, our approved contractor for pool repairs, has provided a proposal to repair the drainage in the pump room by installing new high powered sump pumps, a larger discharge line, and wifi connectivity to warn the Director or Superintendent of high water. The total cost for work is \$54,152.00 which will be reimbursed by the Municipal Park Grant.

### Alternatives Available:

Do nothing and risk future floods in the pump room.

Does this project have a public information component?  Yes  No

Cost: \$54,125.00 Account #: 30220016007503 Project #: PR2201 Budgeted: YES

If YES, Budgeted Amount: \$421,652.05 If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Kyle Henke

Date: 10/6/2021

Authenticated: hedgpekd

*You can attach up to 3 files along with this request.*



Westport Pool Pump Room  
Drainage Proposal.doc  
Microsoft Word 97 - 2003  
Document  
98.0 KB



Westport Pump Room  
Proposal 2021.doc  
Microsoft Word 97 - 2003  
Document  
105 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**



Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

*You can attach up to 3 files along with this request.*



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is sufficient and available for \$54,125 in account 302-2001-600-75-03, Building and Site Improvement, Project PR2201 Pool Repairs to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21

From the desk of...  
Kim Hedgpeth, Superintendent of Recreation  
111 S. Geyer Road, Kirkwood, Missouri 63122  
Phone: 314.822.5857 Fax: 314.984.5931  
E-mail: hedgpekd@kirkwoodmo.org



# Memo

**To:** Kirkwood City Council  
**From:** Kim Hedgpeth  
**CC:** Kyle Henke  
**Date:** 10/13/2021  
**Re:** Grant Proposal - Aquatic Center Drainage Repair

---

A proposal was recently requested from Westport Pools to address the continued drainage problems in the Aquatic Center Pump Room. This proposal is part of the Municipal Park Grant that Kyle Henke secured in 2020. This is the final piece of the grant proposal.

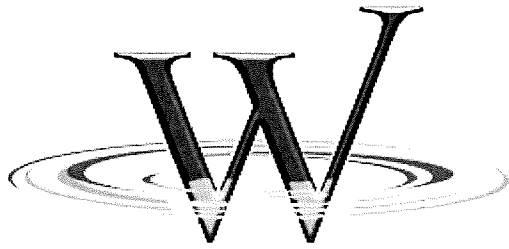
Westport Pools is our contracted maintenance and repair company as approved by City Council.

Westport proposes to remove existing sump pumps and discharge piping. Saw cut and remove floor as needed to install new concrete sump approximately 5'x5'x3' deep. Excavate area and install steel bars, and automatic hydrostatic relief valve. Pour concrete floor, and walls, and install fiberglass grate over new sump pit. Provide and install (1) primary 2.0 h.p. grinder pump, (1) secondary 2.0 h.p. grinder pump, and one battery back-up sump pump with Wi-Fi notification capability. Provide and install high water alarm system in new sump with Wi-Fi notification capability. The total cost for work is \$54,152.00.

The Parks and Recreation Capital budget includes a line item for pool repairs through the grant program. Account # 302-2001-600-75-03 under project #2201 currently has a balance of \$421,652.05. This is the account we wish to charge the **\$54,152** cost to. This amount will be reimbursed by the Municipal Park Grant.

I recommend that we proceed with these repairs as proposed by Westport Pools. These projects need to be completed to protect our pumps and electronic equipment in the Pump Room. Thank you for your consideration.

This specific recommendation is to enter into a contract with Westport Pools to repair the drainage in the pump room in the Aquatic Center, for a total not to exceed \$54,152. Funding has previously been approved by Council and through the Municipal Park Grant and is available in account #302-2001-600-75-03 PR 2201.



# WESTPORT POOLS

DESIGN | BUILD | SERVICE | RENOVATE | EDUCATE

---

**Proposal Submitted To:**  
**City of Kirkwood**  
**111 South Geyer**  
**Kirkwood, Mo 63122**

**Date: September 1, 2021**

---

We hereby submit this proposal and estimates for:

Remove existing sump pumps and discharge piping in swimming pool mechanical room. Saw cut and remove floor as needed to install new concrete sump approximately 5'x5'x3' deep. Excavate area, set forms, install steel bars, and automatic hydrostatic relief valve. Pour concrete floor, and walls, and install fiberglass grate over new sump pit. Provide and install (1) primary 2.0 h.p. grinder pump, (1) secondary 2.0 h.p. grinder pump, and one battery back-up sump pump with Wi-Fi notification capability, charger, and deep cycle battery. Provide and install high water alarm system in new sump with Wi-Fi notification capability. Pressure test existing 4" line discharging into storm sewer. If line holds pressure, discharge piping from new pumps will be connected to the existing piping. Wi-Fi service will be installed from existing router via antennas, in order to provide service to the mechanical room. All communication work and wiring of new equipment will be done by a licensed electrician. All spoils and debris will be removed from the job site, new systems will be started, and staff trained on operations. All work is bid at the Prevailing Wage Rate. Cost for work \$54,152.00

If existing discharge line does not hold pressure, the cost of an alternate approach will be discussed before proceeding.

Westport Pools has no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a subcontract agreement acceptable to us and signed by us. If we are directed to proceed with our work and no subcontract agreement is signed by us, the only terms and conditions governing our work are those contained in this proposal.

#### **NOTICE TO OWNER**

Failure of this Contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this agreement pursuant to Chapter 429.rsmo. To avoid this result, you may ask this Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

#### **DEFAULT CLAUSE**

If invoices go unpaid past 30 days, customer will receive a \$40.00 late fee. Additionally, a 1.5% monthly fee on all past due invoice amounts will be applied. In the event of default by buyer of any provision of this contract, buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fee shall be awarded to the prevailing party in action brought under this contract. Owner agrees that, in the event of breach or cancellation by owner, owner shall be responsible for charges to date of breach plus contract profits

**Payment Terms: Net 30**

*All work is warranted for one year from date of completion.*

I have read and understand the above terms and authorize the work to be done as specified.

---

**Customer Signature**

**Date**

---

**Wayne George  
Westport Pools, Inc.**

**Date**

October 12, 2021

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Kirkwood Aquatic Center Maintenance & Repair Services; Contract # 13306

The City of Kirkwood competitively bid and awarded Aquatic Center Maintenance to Westport Pools, INC. under Contract #13306 on which renewed for another term on 7/20/2021. The City requested a quote for the work outlined below from the current contracted vendor, and the quote received totaled \$54,125.00.

The work included in this quote is as follows:

- A. Installation of new, high powered sump pumps
- B. Installation of a larger discharge line
- C. Installation of WiFi connectivity, to warn the Director and/or Superintendent of high water levels

**Vendor**

**Westport Pools, INC**

**\$54,125.00**

Funds are available in the account number 302-2001-600-75.03, Project PR2201 in the amount of \$421,652.05.

Attached is a request from Kyle Henke, Parks Director, for a resolution authorizing a purchase order to be issued to Westport Pools, INC in the amount of \$54,125.00 for repairs to the Aquatic Center pump room.

Respectfully,



Brian Mullady  
Director of Procurement

RESOLUTION 101-2021

A RESOLUTION ACCEPTING THE BID OF WRIGHT TREE SERVICE, INC. AT THE RATES PROVIDED IN THE MEMO (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) FOR VEGETATION MANAGEMENT SERVICES FOR THE ELECTRIC DEPARTMENT FOR AN INITIAL TERM OF 12 MONTHS WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL 12 MONTH TERMS PENDING BUDGETARY APPROVAL AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for Vegetation Management Services for the Electric Department, and

WHEREAS, the most responsible bid received were that of Wright Tree Service, Inc. at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Electric, and

WHEREAS, funds are available in Account 501-2111-480.42.03.

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

SECTION 1. The bid of Wright Tree Service, Inc. at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for Vegetation Management Services for the Electric Department for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Wright Tree Service, Inc. at the rates provided in the memo (a copy of which is attached hereto and incorporated by reference herein) for Vegetation Management Services for the Electric Department for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 10/14/2021

Step #1:

Strategic Plan YES

Goal # & Title Goal #1 - Enhance the Quality of Life of Citizens

Background To Issue:

The Procurement Department conducted a formal invitation for bids for Vegetation Line Clearance Services for the Electric Department.

Recommendations and Action Requested:

The Electric Department recommends approval of a resolution to authorize the Procurement Department to enter into a contract with Wright Tree Service for Vegetation Line Clearance Services. The contract will have a term of one-year with four one year renewal options. The contract will be contingent on council approved budgetary levels in account # 501-2111-480.42-03.

Alternatives Available:

The Vegetation Line Clearance operation is essential to the reliability of the overhead distribution system. Kirkwood Electric's ability to perform vegetation line clearance operations consistent with International Society of Arboriculture best practices is essential to maintaining a balance between ensuring the safe and reliable delivery of service while properly maintaining Kirkwood's tree canopy, adding value to property and enhancing the quality of life in Kirkwood.

Does this project have a public information component?  Yes  No

Cost: \$500,000.00 Account #: 50121114804203 Project #: Budgeted: YES

If YES, Budgeted Amount: \$581,700.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

The Electric Department recommends approval of the resolution. Getting a line clearance contractor back on the property at pre-COVID resource levels returns our reliability and power restoration performance back to our award-winning levels.

BY: Mark Petty

Date: 10/7/2021

Authenticated: pettyma

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

You can attach up to 3 files along with this request.



Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is sufficient and available for \$500,000 in account 501-2111-480-42-03, Tree Trimming to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21



October 11, 2021

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Vegetation Management Services for Kirkwood Electric, Bid # 13841

The City contracts for Vegetation Management Services for the Electric Department. The City solicited a new Invitation for Bid for these services.

Sealed bids were publicly opened on October 7, 2021. The bid tabulation is as follows:

<b>STANDARD RATES</b>				
Supplier:	General Foreman	General Crew One	General Crew Two	Backyard Machine
Wright Tree Service, Inc	\$72.21	\$186.78	\$191.43	\$22.42
Shade Tree Service Co.	\$82.24	\$194.04	\$199.92	\$37.60

<b>EMERGENCY STANDARD RATES</b>				
Supplier:	General Foreman	General Crew One	General Crew Two	Backyard Machine
Wright Tree Service, Inc	\$72.21	\$186.78	\$191.43	\$22.42
Shade Tree Service Co.	\$82.24	\$194.04	\$199.92	\$37.60

<b>OVERTIME RATES</b>				
Supplier:	General Foreman	General Crew One	General Crew Two	Backyard Machine
Wright Tree Service, Inc	\$99.83	\$261.47	\$266.12	\$22.42
Shade Tree Service Co.	\$105.43	\$246.47	\$252.35	\$37.60

<b>EMERGENCY OVERTIME RATES</b>				
Supplier:	General Foreman	General Crew One	General Crew Two	Backyard Machine
Wright Tree Service, Inc	\$99.83	\$261.47	\$266.12	\$22.42
Shade Tree Service Co.	\$105.43	\$246.47	\$252.35	\$37.60

Bid requests were also sent to a total of 63 contractors utilizing the e-Procurement Platform, Ionwave; however only two submitted as indicated above.

The bids were provided to Mark Petty, Electric Director, for review. It is recommended that the bid be awarded to Wright Tree Service, Inc., as their hourly labor and equipment rates bid for Tree Trimming Services for Kirkwood Electric are the lowest responsible bid meeting specifications.

The anticipated contract term will be twelve (12) months with an option to renew annually thereafter one term at a time, up to four consecutive twelve (12) month terms. Funding for future years will be contingent upon budgetary approval.

Funding is currently available in account number 501-2111-480.42-03, in the amount of \$581,700.00.

Attached is a request from Mark Petty, Electric Director, for a resolution authorizing a contract be issued to Wright Tree Service, Inc. at the rates provided herein for Vegetation Management Services for the Electric Department.

Respectfully,



Brian Mullady  
Director of Procurement

BILL 10899

ORDINANCE

AN ORDINANCE APPROPRIATING \$124,623 FROM THE GENERAL FUND BALANCE TO THE OTHER PROFESSIONAL SERVICES ACCOUNT FOR FORESTRY OPERATIONS.

WHEREAS, in the summer of 2021 the City of Kirkwood enacted the Storm Debris Removal Policy, with the costs associated with the debris clean up being an unbudgeted expenditure, and

WHEREAS, to maintain Forestry operations staff is requesting appropriation of funds, and

WHEREAS, funds in the amount of \$124,623 needs to be appropriated from the General Fund Balance to Account #101-1705-423.31.10 (Other Professional Services).

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

SECTION 1. Funds in the amount of \$124,623 are hereby appropriated from the General Fund Balance to Account #101-1705-423.31.10 (Other Professional Services).

SECTION 2. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 10/7/2021

Step #1:

Strategic Plan NO      Goal # & Title

Background To Issue:

This past Summer the City enacted the Storm Debris Removal Policy in July and August. The cost associated with this debris clean up was unbudgeted expenditure in the amount of \$124,622.50 (July-\$62,100; August-\$62,522.50). Therefore, to maintain forestry operations for the rest of FY22 funds will need to be allocated back into the forestry budget.

Recommendations and Action Requested:

It is recommended that the City Council authorize the appropriation of \$124,622.50 from the General Fund Balance to forestry account 101-1705-423.31-10.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$124,622.50      Account #: 10117054233110      Project #:      Budgeted: NO

If YES, Budgeted Amount:      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Bill Bensing

Date: 9/29/2021

Authenticated: bensinwe

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (**Must have Purchasing Director's approval**).

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

The General Fund fund balance is sufficient and available to appropriate \$124,623 to account 101-1705-423-31-10, Other Professional Services to approve the above request.

BY: Sandra Stephens

Date: 9/29/2021

Authenticated: forgyjl

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

9-30-21

BILL 10900

ORDINANCE

AN ORDINANCE AMENDING AND READOPTING THE PROVISIONS OF APPENDIX E, "PERSONNEL RULES AND REGULATIONS" OF THE KIRKWOOD CODE OF ORDINANCES.

WHEREAS, the City of Kirkwood periodically updates the Personnel Rules and Regulations, and

WHEREAS, staff recommends amendments as shown in the red-line version of the Personnel Rules and Regulations (attached hereto and incorporated by reference herein).

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

SECTION 1. The attached document is hereby adopted as the new Appendix E "Personnel Rules and Regulations of the City of Kirkwood", (attached hereto and incorporated by reference herein) of the Code of Ordinances.

SECTION 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO      Goal # & Title

Background To Issue:

The City of Kirkwood periodically updates the Personnel Rules and Regulations.

Recommendations and Action Requested:

Adopt a new Appendix E "Personnel Rules and Regulations of the City of Kirkwood" of the Code of Ordinances.

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00      Account #: 00000      Project #:      Budgeted: YES

If YES, Budgeted Amount: \$0.00      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Laurie Asche

Date: 10/5/2021

Authenticated: aschelb

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

---

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

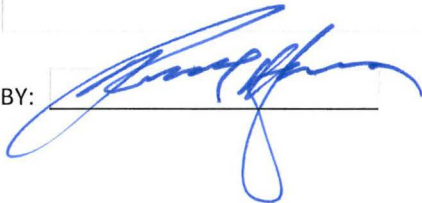
Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

10-13-21



**APPENDIX E**

**PERSONNEL RULES AND REGULATIONS**

**CITY OF KIRKWOOD, MISSOURI**

**November 4, 2021**

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AND REGULATIONS .....7676**

**ARTICLE I - INTRODUCTORY PROVISIONS**

SECTION 1. Authority

These policies, procedures, rules, and regulations are established by the authority of Ordinance enacted by the City Council on November 4, 2021.

SECTION 2. Purpose

The purpose of these Personnel Rules and Regulations is the formulation of sound personnel policies designed to promote efficiency and economy, reward meritorious service, provide for the settlement of grievances, develop and maintain morale, and establish non-discriminatory standards for the classification and compensation of City employees.

SECTION 3. Intent

These Personnel Rules and Regulations only outline the major employment policies of the City of Kirkwood. The Personnel Rules and Regulations are not intended to be and shall not be considered all inclusive. The Personnel Rules and Regulations are not intended to be a substitute for the good judgment, common sense, and discretion of City personnel. These Personnel Rules and Regulations supersede and replace all previous Personnel Rules and Regulations.

Classified, permanent, full-time employees who are not serving a probationary period of any kind are subject to the Disciplinary Action provisions of Article IX and the Grievance, Complaint and Appeal procedure set forth in Article XIII. All employees are employed “at will” and the City expressly reserves the legal right to discharge or terminate such employees at any time and for any reason, with or without prior notice. Likewise employees have the legal right to terminate their employment at any time and for any reason. These Personnel Rules and Regulations are not a contract and are not intended to create any contractual obligations on the part of the City to employ any individual for any definite duration.

As circumstances arise in which the City may determine that changes to these policies are necessary, the City reserves the right to change these policies at any time and reserves the unilateral right to do so at any time without prior notice to its employees. Accordingly, no statement in these Personnel Rules and Regulations is intended as a contractual commitment or obligation of the City to any employee.

Likewise, no City employee has the right to enter into any employment agreement with any employee contrary to the provisions of this section of these Personnel Rules and Regulations without City Council approval.

These policies and procedures shall not be inconsistent with but complementary to related state and federal laws and regulations. If any provision becomes invalid due to subsequent passage or interpretations of related legislation or court rulings, the remaining provisions shall not be invalidated. In addition, specific provisions of any employee benefit plan documents shall be controlling with respect to any such benefits.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

### **ARTICLE II - DEFINITIONS**

City means the City of Kirkwood, Missouri.

Classification means the assignment of an individual position to an appropriate job title given to all City positions possessing the same general type of work with relatively the same duties and level of responsibilities.

Commission means the Civil Service Commission of the City of Kirkwood.

Continuous service means employment with the City of Kirkwood which is not interrupted by absence without pay in excess of three days, unless such absence is covered by an approved leave of absence.

Council is the elected governing body of the City of Kirkwood.

Demotion means a change in the position of an employee from one classification to a position in another classification having a lower maximum salary rate.

Department Head is the employee as designated by the Chief Administrative Officer as being administratively in charge of a department of the City and includes any employee serving as an acting or interim Department Head.

Employees in law enforcement and fire protection activities. The term “employees in law enforcement and fire protection activities” does not include those “civilian” employees who are engaged in support activities such as those performed by dispatchers, clerks and secretaries.

Full-time employee is one who is employed and actively works an average of at least 39 hours per week on a regular basis unless defined otherwise in any written benefit plan document.

Part-time employee is one who is employed on a continuous basis but who works an average of less than 39 hours per week.

Pay Period. All employees shall be paid on a bi-weekly basis.

Permanent employee is a permanent appointment or assignment to a position created without intent of limitation, and intended to exist for at least one budget year. A permanent position may be for a full-time or part-time position. Any reference to a “permanent” employee does not indicate that employment is guaranteed for any specific duration.

Probationary period means a work test period during which an employee is required to demonstrate fitness for the duties to which that employee is assigned by actual performance of the duties of the position and can include a period of initial employment in any position or a period of evaluation for disciplinary or performance reasons. The probationary period for any employee may be extended by a Department Head with approval of the Chief Administrative Officer.

Promotion means a non-temporary change in the position of an employee from one classification to a position in another classification which has a higher maximum salary rate.

Temporary employee is an individual employed for an anticipated limited period of time, typically (but not necessarily for) less than one year. Unless specifically stated herein or in applicable benefit plan documents, temporary employees are not entitled to employee benefits.



## APPENDIX E – PERSONNEL RULES AND REGULATIONS

Transfer means a change of an employee from one position to another position in the same classification or another classification having essentially the same maximum salary rate, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unclassified employees shall include the Chief Administrative Officer, City Clerk, Police Chief, Fire Chief, Director of Public Services, Director of Finance, Director of Procurement, Director of Parks and Recreation, Director of the Electric Department, Assistant Chief Administrative Officer, Director of Management Information Systems or any other Director or comparable position. These employees may also be referred to in this document as “Department Heads”.

Work Period. The work period for employees exclusive of those employees in law enforcement and fire protection activities shall be defined as beginning at 12:01 a.m. Monday morning and proceeding for seven full continuous days until midnight of the following Sunday night. The work period for those employees engaged in fire protection activities and law enforcement activities shall be that designated by the applicable Department Head with approval of the Chief Administrative Officer, which may change based upon the operational or business needs of the City.

### **ARTICLE III - ADMINISTRATION OF RULES**

#### SECTION 1. Responsibility

Administration of these Personnel Rules and Regulations shall be vested with the Chief Administrative Officer or his or her designee. For purposes of these Personnel Rules and Regulations, any reference to the Chief Administrative Officer shall be deemed to include any designee of the Chief Administrative Officer, specifically including but not limited to the Assistant Chief Administrative Officer of the City. It shall be the responsibility of the Chief Administrative Officer to administer, interpret, and from time to time recommend to the City Council appropriate amendments in order to maintain these Personnel Rules and Regulations.

#### SECTION 2. Departmental Rules and Regulations

Individual Department Heads may formulate written departmental or divisional work rules or policies for efficient and effective administration of the department. Said rules shall not be in conflict with the provisions of these Personnel Rules and Regulations. A copy of any departmental work rules should be placed on file with the Chief Administrative Officer.

#### SECTION 3. Civil Service Commission

There shall be a Civil Service Commission which shall, consistent with state statute:

- a. Advise the City Council and the Chief Administrative Officer, upon its or his request, on its findings, conclusions, and recommendations on the status of the City’s personnel system;
- b. Review, comment, and advise the Chief Administrative Officer, upon his or her request, concerning specific changes in these Personnel Rules and Regulations;
- c. Review and recommend to the City Council, upon its request, the approval of job descriptions, classification and pay plans for the City;
- d. Advise the Chief Administrative Officer, upon his or her request, on appropriate interpretation of provisions of these Personnel Rules and Regulations;



## APPENDIX E – PERSONNEL RULES AND REGULATIONS

- e. Hear grievance appeals in accordance with Article XIII; and
- f. Perform such other duties with reference to these Personnel Rules and Regulations as may be directed by the City Council or Chief Administrative Officer.

### SECTION 4. Applicability of Exclusion

These Personnel Rules and Regulations shall be applicable only to those employees in the classified service of the City. Specifically excluded from these Personnel Rules and Regulations provisions shall be: the Chief Administrative Officer and the City Clerk, who shall serve at the pleasure of the City Council; Police Chief, Fire Chief, Director of Public Services, Director of Finance, Director of Procurement, Director of Parks and Recreation, Director of the Electric Department, Assistant Chief Administrative Officer, Director of Management Information Systems or any other Director or comparable position, all of whom shall serve at the pleasure of the Chief Administrative Officer. Employees of the Park Board, Library Board, Housing Authority and Special Business District are excluded from these provisions. Employees represented by any organized labor union shall be subject to the provisions of these Personnel Rules and Regulations, except to the extent that any specific term or provision in any collective bargaining agreement or memorandum of understanding in effect between the City and any unit of employees represented by a labor union is in conflict with any specific provision in these Personnel Rules and Regulations, in which event the specific provisions of any such collective bargaining agreement or memorandum of understanding shall govern and supersede any conflicting provision in these Personnel Rules and Regulations.

### SECTION 5. Management

Specific areas of responsibility shall be reserved to management. Such management rights shall not be diminished by action of labor organizations and any related working agreements. The management of the City shall:

- a. Determine the nature, scope and definition of the City organization including: classification, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools, equipment and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- c. Direct and supervise employees.
- d. Discipline, suspend, demote and/or discharge employees.
- e. Require as a part of normal employee development that the employee fulfill the responsibility of the position and attain or maintain minimal skills of the classification.
- f. Take the necessary measures to maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime in compliance with appropriate related legislation and/or court rulings.
- h. Determine the scope, priority and amount of budget allocations.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

### SECTION 6. Administrative Rules and Regulations

The City Council may promulgate and establish administrative personnel policies and procedures not inconsistent with or limited to these Personnel Rules and Regulations, such as:

- a. Hours of work/work schedules.
- b. Pay periods.
- c. Performance Appraisal Systems.
- d. Personnel records and reports.
- e. Temporary work assignments and transfers.
- f. Use of City vehicles and mileage reimbursement.
- g. Outside employment.
- h. Seniority and impact of seniority.
- i. Conflict of Interest/Code of Ethics.
- j. Safety procedures.
- k. Job related injury procedures.
- l. Other related internal administrative personnel matters.

### **ARTICLE IV - CLASSIFICATION**

#### SECTION 1. Job Description

The Chief Administrative Officer or the Assistant Chief Administrative Officer, with the assistance of the Department Head shall, for each classification, prepare and maintain a job description which shall include a job title, description of essential job duties, required and desirable knowledge, skills and abilities, any special requirements, examples of work, and related information. The job descriptions are descriptive and not restrictive. They are intended to indicate generally the kinds of activities performed by the established classification.

#### SECTION 2. Establishment of Plan

The Chief Administrative Officer shall be responsible for presenting to the City Council a uniform and equitable pay plan which shall consist of minimum, market rate, midpoint and maximum rates of pay, referenced herein as the Classification and Pay Plan. The salary rates recommended shall reflect an equitable relationship, as determined by the Chief Administrative Officer, among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private businesses, the current cost of living, responsibilities of the position, and the policy of the City Council.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

### SECTION 3. Classification of Positions - Purpose

The Classification and Pay Plan provides an inventory of all positions in the City's service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay scale, and to require substantially the same qualifications on the part of the incumbent.

No City employee shall be classified or paid at a salary rate which is not established and recognized in the City's Classification and Pay Plan. All permanent classifications shall be established by the City Council.

### SECTION 4. Reclassification

When significant changes are made to a particular position which changes the complexity or level of responsibility, the Department Head may request in writing a pay grade evaluation of the position to the Human Resources Manager. The request should include the job duty changes and other circumstances that have precipitated the evaluation. The Human Resources Manager will meet with the applicable Department Head, supervisor and incumbent(s) as deemed appropriate to discuss the changes.

Utilizing a point factor system and market data, the Human Resources Manager and Assistant Chief Administrative Officer will determine if a change in pay grade is warranted. If, after a new Classification and Pay Plan Ordinance is adopted, it is determined the employee's current salary is below the minimum rate of the new pay grade, the employee will be placed at the minimum rate of the new pay grade. If the current salary is within the new salary range, it will be at the discretion of the Department Head as to whether any further adjustment is recommended to the Chief Administrative Officer. In the instance where an employee's job is reassigned to a higher salary grade, the employee's pay may be adjusted at least 5 percent for each salary grade shift, not to exceed the greater of 20 percent or the minimum of the new pay grade.

### SECTION 5. Development and Allocation of New Positions

When in the opinion of the Department Head there arises a need to establish a new position classification, the Department Head shall prepare a recommended job description and submit same to the Assistant Chief Administrative Officer for review. The Assistant Chief Administrative Officer shall study the duties and responsibilities of the new position and determine a recommended allocation to the appropriate classification and so advise the Department Head. If there is any disagreement between the Department Head and the Assistant Chief Administrative Officer, an appeal may be made to the Chief Administrative Officer regarding a position assessment. The Chief Administrative Officer's decision shall be administratively binding.

The Chief Administrative Officer shall make his or her recommendation for any new position classification to the City Council.

### SECTION 6. Maintenance of the Plan

- a. When a vacancy occurs, the Chief Administrative Officer shall review the allocation of the position in cases where the need for changes in the duties and responsibilities of a position appears likely.
- b. Each time a department or division is recognized initially, preliminary position descriptions for all affected employees shall be submitted by the Department Head to the Chief Administrative Officer for review and recommendation.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

- c. The Chief Administrative Officer may require any or all Department Heads to submit recommended position descriptions on a periodic basis, or any time that there is reason to believe there has been a change in the duties and responsibilities of one or more positions.
- d. Before a new classification is established by the City Council and before such a position is filled, a formal job description shall be written by the Chief Administrative Officer or his or her delegate as provided for in these Personnel Rules and Regulations and incorporated in the existing plan. The classification title shall be added to the schematic list of titles. Likewise, an abolished classification shall be deleted from the position classification plan by removing the class specification and eliminating the classification title from the schematic list of titles.
- e. The Chief Administrative Officer shall take the necessary steps to maintain the Classification and Pay Plan in a current state on a continuous basis.
- f. Nothing contained herein shall be deemed to conflict with or supersede any compensation policies of the City adopted by Ordinance.

### SECTION 7. Official Copy of the Classification and Pay Plan

The Chief Administrative Officer shall be responsible for maintaining an official copy of the Classification and Pay Plan. The official copy shall include any regulations or guidelines for administration, schematic list of job descriptions and any amendments thereto.

## **ARTICLE V - CLASSIFICATION AND PAY PLAN ADMINISTRATION**

### SECTION 1. Administration of Plan

- a. New Employees - Generally all new employees shall be hired at the minimum rate unless their qualifications are such that it is to the City's advantage to hire at an advanced rate. Hiring at an initial rate above the market rate of the applicable pay grade shall be upon approval by the Assistant Chief Administrative Officer and only upon appropriate documentation by the Department Head that such action is to the benefit of the City.
- b. Promotions and Transfers - When an employee is promoted to a position in a higher class, the employee's salary shall be increased to at least the minimum rate for the higher classification. Employees promoted or transferred will immediately begin a probationary period for the new position. In the event that the employee does not satisfactorily complete the probationary period, the employee shall, unless the probationary period is extended, revert to his or her previous position at his or her prior rate of pay for the position, provided a position is available.

The Department Head will determine the promotional increase percentage according to the pay adjustment guidelines. The employee's pay shall be adjusted at least 5 percent for each salary grade shift not to exceed the greater of 20 percent or the minimum of the new salary grade.

- c. Demotions - An employee who requests and accepts an assignment in a lower pay classification shall have his or her salary reduced by the percentage differential between the two relevant pay classifications.

In the case of a demotion resulting from poor performance, the employee's current salary will be reduced by 10 percent and then compared to the new salary grade maximum. If the employee's adjusted salary is greater than the new salary grade maximum, his or her pay will be reduced to the new salary grade maximum.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

In the case of a demotion resulting from an organizational change or change in duties assignment, reasonable attempts will be made to keep the individual at the current salary.

In the case of a voluntary demotion unrelated to job performance deficiencies, the employee's rate of pay in the lower classification shall be reduced by the same percentage as such employee's pay was increased upon acceptance of the promotion to the position the employee subsequently leaves voluntarily.

- d. Merit Increases - A merit increase is a payment granted to an employee as a result of overall performance. The merit increase may be a lump-sum payment, an increase to salary base or a combination of an increase to salary base and a singular lump-sum payment. Once an employee reaches the maximum of the salary range, the merit increase will be in the form of a singular lump-sum payment for future service but shall not increase the salary base. Merit increases shall be based upon performance evaluations with the amount of merit increases, if any, fluctuating from year to year. Performance evaluations will result in performance ratings which shall serve as the basis for the amount of the merit increase. Merit increases may be granted once per year, unless otherwise provided by ordinance. Employees on disciplinary probation or any type of performance improvement plan will not receive their merit increase until such time as performance improves as determined by the applicable Department Head or the period of disciplinary probation has expired.
- e. Dates of Performance Evaluations - Performance evaluations shall be conducted at least annually; however, they may be conducted more frequently at the discretion of the Department Head. In no case shall a merit increase be granted if a performance evaluation has not taken place within 90 days prior to the effective date of the merit pay increase.
- f. Cost of Living Adjustments - Each budget cycle, the Chief Administrative Officer shall evaluate the salary schedules to ensure the market rates are accurate. When appropriate, the salary schedules may be adjusted on January 1, in order to take into account the Consumer Price Index for All Urban Consumers in the Midwest (CPI-Midwest U). All employees who are paid at or below the maximum of the salary range for their classification will receive such increase.
- g. Pay Ordinance - The City Council may from time to time change the pay ordinance increasing the minimum and maximum rates of pay. The Council may, by ordinance, establish special pay provisions necessary for the effective administration of the Classification and Pay Plan and to promote the concept of merit or performance pay.
- h. Compensation Policies Ordinance - Nothing contained in these Personnel Rules and Regulations is intended to or shall supersede the compensation policies of the City adopted by Ordinance.

### SECTION 2. Pay Policy

- a. Purpose - The City's goal is to pay everyone properly under the law. To that end, the City seeks to clearly communicate that policy and to make sure that all employees are aware of the City's complaint procedure in the event that the City inadvertently makes an improper deduction from any employee's pay.
- b. Complaint Procedure - Any employee who believes that the City has made an improper deduction from the employee's pay, as soon as it is discovered, at the latest, within thirty (30) days of becoming aware of the improper deduction, should file a written complaint with the Director of Finance identifying the improper deduction. The complaint should include a copy of the pay stub

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from the relevant pay period, with an explanation of the reason(s) the deduction is believed to have been improper.

- c. Resolution - Upon the receipt of the written complaint, the Director of Finance will promptly review and investigate the disputed deduction to determine whether the deduction was improper and, as soon as practicable, the Director of Finance will provide a written decision outlining whether the deduction was improper and the reasons therefore. If the Director of Finance, in response to proper notification of the problem through the above-outlined complaint procedure, concludes that the City has made an improper deduction, then the City will promptly reimburse the employee for the improper deduction.

### ARTICLE VI - SPECIAL COMPENSATION

SECTION 1. Overtime and Other Compensation Provisions. (All City employees except Fire and Police Department Personnel, unless otherwise indicated)

- a. Applicability. Unless exempt under wage and hour laws, all employees will be compensated at the rate of 1½ times the number of hours actually worked in excess of 40 per week. Approved accrued comp time use and paid vacation leave, paid holiday leave and paid funeral leave will be considered hours worked for purposes of overtime compensation. Other hours worked beyond those regularly scheduled may be paid at an overtime rate as determined by City policy as recommended by the Chief Administrative Officer and approved by the City Council. Any such overtime payments in excess of those required by law may be discontinued at any time at the discretion of the City Council.
- b. Compensation on Sunday. Compensation for work on a Sunday, unless the Sunday is part of the employee's scheduled work week, shall be paid at the rate of two times the employee's hourly rate.
- c. Compensation on Designated Holidays. Employees scheduled to work on a designated holiday shall be paid at straight time for all hours worked during their regularly scheduled shift on that holiday and shall also receive holiday pay which is equivalent to the standard rate of pay for one single shift of work.

Work beyond the normally scheduled shift on a holiday shall be compensated at the rate of 1½ times the employee's hourly rate. Employees who are not scheduled to work a designated City holiday and are called to work on that holiday, shall be paid at the rate of 1½ times the employee's hourly rate for all hours worked. Such compensation shall be in addition to regular pay received for the holiday.

- d. Call-Outs. If an employee is called to work outside of a normally scheduled workday, or is called back to work after having completed a regularly scheduled work day, the minimum time for which compensation will be made will be two hours. Subject to written approval from the Chief Administrative Officer of the City, any Department Head of the City may adopt particular call-out policies and procedures within a City Department, including but not limited to scheduling, compensation for driving time for call-outs and paid or unpaid meal periods during call-outs, so long as any such Department call-out policies and procedures do not conflict with any specific provisions of these Personnel Rules and Regulations.
- f. Compensatory Time. (Applicable to all City employees, including Fire and Police Department Personnel). At the discretion of the Department Head, compensatory time ("comp time") may be earned and used in lieu of overtime pay. In such circumstances, comp time shall be earned at the

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

rate of 1½ hours for each hour of overtime worked, except that for overtime worked on a Sunday it shall be earned at the rate of two times. The Department Head shall have authority to limit the maximum accrual of comp time; provided, however, no employee shall be permitted to accrue more than forty (40) hours of comp time, except that law enforcement and fire protection personnel shall not be permitted to accrue more than one hundred twenty (120) hours of comp time. Approved accrued compensatory time used shall count as “hours worked” for purposes of any overtime calculation.

### SECTION 2. Fire Department

- a. Work Week. Unless otherwise designated in writing, the work week of the Fire Department for ranks below Assistant Chief/Fire Marshal and Deputy Chief/CMO (Chief Medical Officer) shall be 56 hours per week averaged over a 28-day work cycle. Hourly rates of pay shall be calculated based upon a 56-hour week.
- b. Holiday Pay. Fire personnel shall be paid for each City holiday occurring during the course of their employment. Holiday pay shall be equal to 12.0 hours at the regular hourly rate of pay. This pay shall be in addition to regular pay.
- c. Call-In. The calculation of rate of pay for those employees working the call-in period shall be determined in accordance with actual hours worked during the work period. Those employees whose actual hours worked do not exceed the regularly scheduled hours shall be entitled to straight time pay. For those hours actually worked in excess of the regularly scheduled hours, the employees shall be entitled to 1½ times their hourly rate of pay.
- d. Hours worked in excess of Regular Tour of Duty. All continuous hours worked in excess of the normal 48-hour tour of duty (or any change to the hours constituting the normal tour of duty) shall be paid at the rate of 1½ times the regular hourly rate.
- e. Sick Leave/Vacation Bonus. Fire personnel scheduled in accordance with the 28-day work cycle shall accrue and use sick leave in accordance with City policy and practice. Provided, however, an employee that does not utilize sick leave during the calendar year will be given one additional 24 hour shift of vacation time the following January 1<sup>st</sup>. This bonus vacation day is earned annually and must be re-earned each calendar year.

### SECTION 3. Police Department

The work period (or “work cycle”) for law enforcement personnel shall be established by the Chief of Police within the parameters and limits allowed under the federal Fair Labor Standards Act and any applicable Missouri statutory provisions governing work cycles for law enforcement personnel. Effective January 1, 2018, the work cycles for commissioned law enforcement personnel include work cycles of fifteen (15) days, fourteen (14) days and seven (7) days depending upon the division assignment within the Police Department, such as a fourteen (14) day work cycle for the patrol division, seven (7) day work cycle for the investigative division and a fifteen (15) day work cycle for the traffic unit division. The Chief of Police shall review any work cycle modifications with the Chief Administrative Officer prior to implementing any work cycle changes for commissioned law enforcement personnel subject to a rotating work schedule. Non-commissioned personnel of the Police Department, such as dispatchers, shall be subject to the standard seven (7) day work week of the City.

Commissioned law enforcement personnel subject to a rotating work schedule and work cycle of fourteen (14) days shall accrue compensatory time (“comp time”) for the first four (4) hours worked beyond eighty

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(80) during each fourteen (14) day work cycle. For any hours worked beyond eighty-four (84) during any fourteen (14) day work cycle, such law enforcement personnel will receive payment of overtime at one and one-half (1 1/2) times the regular rate of pay for one-half of the hours over eighty-four (84) and accrual of comp time at the rate of 1.5 hours for the other one-half amount of hours worked over eighty-four (84) or, at the choice of the individual law enforcement officer, accrual of comp time at 1.5 times all hours worked over eight-four (84) (subject to a cumulative comp time maximum of 120 hours). Commissioned law enforcement personnel subject to a rotating work schedule and work cycle of fifteen (15) days will receive payment of overtime at one and one-half (1 1/2) times the regular rate of pay for one-half of the hours over eighty-five (85) and accrual of comp time at the rate of 1.5 hours for the other one-half amount of hours worked over eighty-five (85) or, at the choice of the individual law enforcement officer, accrual of comp time at 1.5 times all hours worked over eighty-five (85), subject to a cumulative comp time maximum of 120 hours. Law enforcement personnel of the Police Department with a seven (7) day work cycle shall be paid overtime or accrue comp time after working any hours beyond forty (40) during a seven (7) day work cycle, at the rate of 1.5 times the regular rate of compensation or comp time accrual at 1.5 times all hours worked over forty (40) during such seven (7) day work cycle.

Approved accrued comp time use, paid vacation leave, paid funeral leave, authorized City holidays and any paid leave days in lieu of holiday leave shall be considered “hours worked” for purposes of any overtime calculation. Hours worked on a Sunday, unless the Sunday is part of the employee’s scheduled work week or work cycle, shall be paid at the rate of two (2) times the employee’s regular or hourly rate. Employees scheduled to work on a designated or authorized City holiday, other than commissioned law enforcement officers subject to a rotating work schedule, shall be paid at straight time for hours worked during their regularly scheduled shift on that holiday and shall also receive holiday pay which is equivalent to the regular rate of pay for eight (8) hours of work. Hours of work on a scheduled day off (other than Sunday) or beyond the normally scheduled shift on a holiday shall be compensated at the rate of one and a half (1 1/2) times the employee’s regular, hourly rate. Employees who are not scheduled to work on a designated or authorized City holiday and are called to work on that holiday, shall be paid at the rate of one and a half (1 1/2) times the employee’s regular, hourly rate for all hours worked. Such overtime compensation shall be in addition to regular pay received for that holiday. If an employee is called to work outside of a normally scheduled work day, or is called back to work after having completed a regularly scheduled work day, the minimum time for which compensation will be made will be three (3) hours.

### SECTION 4. Trading Time for Fire and Police Personnel

In the event police or fire personnel substitute with another employee, the “traded time” will be deemed to have no effect on hours of work of the substituting employee and shall be credited to the employee who was originally scheduled to work, if the following criteria is met:

- (i) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the employer, and
- (ii) The reason for trading time is due, not to the employer’s business operations, but to the employee’s desire or need to tend to personal matters, and
- (iii) A record is maintained by the Department Head of all time traded by his or her employees, and
- (iv) The period during which the time is traded and paid back does not exceed 12 months.



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### SECTION 5. Temporary Pay Differential

For any temporary assignment of job duties or job position within a Department, an employee may be compensated at a rate of pay other than the employee's regular rate of pay while performing such a temporary assignment. Any such pay differential shall be consistent with the temporary job duties performed and shall be paid at the discretion of the Department Head, subject to written approval by the Chief Administrative Officer.

## ARTICLE VII - APPOINTMENTS AND VACANCIES

### SECTION 1. Acting Appointments

When a vacancy occurs in a position which is necessary to carry out City business without interruption, the Department Head may appoint an employee in an acting capacity. The duration of the appointment shall not exceed six months unless an appointment has not yet been made through normal established procedures. An employee's compensation may be increased during part or all of the period while serving in an acting capacity.

### SECTION 2. Filling of Positions

The recruitment and selection process for all classified positions in the City's service shall be coordinated by the Personnel Department. Applicants will be given equal consideration based on their total qualifications and background, regardless of political affiliation, age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, sexual orientation, gender identity or expression or transgender status or disability unrelated to the ability to perform the job or any other classification protected under applicable state or federal law. Department Heads will notify the Personnel Department as far in advance as reasonably possible of any requirements for new personnel, setting forth such information as requested by the Personnel Department.

### SECTION 3. Publicity

The Chief Administrative Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions open to general competition shall be announced to the public through standard announcement form, and/or other mass media at least seven calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion, when requested by a Department Head, shall be announced to eligible current City employees on City bulletin boards for at least seven calendar days prior to the application closing date. Job announcements with open, application submission dates must remain open at least seven calendar days, and may be closed by the Chief Administrative Officer when sufficient applicant response has been achieved. Provided, however, any position may be filled without strict compliance with this publicity provision.

### SECTION 4. Applicant Screening Process

The screening process of applicants shall include but not be limited to one or any combination of the following as determined by the Chief Administrative Officer in consultation with the Department Head:

- Oral interviews
- Evaluation of experience
- Education and training
- Reference checks
- Written examinations

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Performance evaluations  
Psychological evaluations  
Background investigations  
Physical agility/dexterity tests  
or other measures as need arises.  
Computer Voice Stress Analyzer  
Substance Abuse Tests

Reasonable measures shall be taken by the Chief Administrative Officer to establish the reliability and validity of the various screening processes. The City's policies and procedures with respect to the screening of applicants shall be conducted in accordance with all applicable federal and state employment discrimination statutes and regulations.

### SECTION 5. Transfer of a Present City Employee

For each vacancy, a Department Head may have his or her choice of any present City employee who meets the following considerations:

1. Meets at least the minimum qualifications for the classification of the vacancy; and
2. The employee's present Department Head has agreed to the arrangements for the transfer.

An employee may be required to transfer to another position by the Department Head or the Chief Administrative Officer if such a move is in the best interest of departmental operations or the City generally, and is otherwise carried out in a manner compliant with applicable law.

### SECTION 6. Re-employment of a Former City Employee

Former employees of the City of Kirkwood, regardless of time since separation, shall be required to compete for a position with any other qualified individuals. No retroactive reinstatement of former benefits shall be given in the event a former employee is re-hired; and eligibility for advanced accruals of leave, based on longevity, shall begin with the last date of hire and not total time with the City. Any former employee may be considered ineligible for rehire based upon the circumstances of the prior employment separation.

### SECTION 7. Laid-Off/Demoted Employees

Present full-time permanent employees laid off or reduced to a lower classification solely due to a reduction in force or reassignment of priorities, duties and/or projects, without regard to performance, shall be placed ahead of non-City employed individuals competing for the same position.

### SECTION 8. Part-Time Appointments

If a position in the classified service is to be filled for a limited time only, appointments may be made from the list of eligibles interested in full-time work except that their temporary or seasonal appointment shall not affect their eligibility for full-time positions.

Former part-time employees may be re-hired without prior approval by the Personnel Office provided the Personnel Office is notified accordingly. All part-time, temporary, and/or seasonal appointments shall be coordinated through the Personnel Office.

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### SECTION 9. General Examination Provisions

1. The Chief Administrative Officer may refuse to examine an applicant or, after examination, may disqualify such applicant and remove the name from employment eligibility if:
  - a. The applicant is found to be lacking in any of the preliminary requirements established for the position.
  - b. The applicant has been found to have conflicting interests or any background information reveals a likelihood of compromising total effectiveness in a given classification.
  - c. The applicant has made a false statement of any material fact on the application.
  - d. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
  - e. The applicant has previously been discharged or has had an unsatisfactory service record with the City.
  - f. The applicant has presented an application beyond the formal deadline or has failed to sign the application form.
  - g. The applicant requests such an action.
  - h. An ample number of better qualified candidates are available for the immediate or similar position.
2. An individual's application and examination records shall not be open to public inspection.
3. The examination records of all persons who are appointed to positions in a classified service shall be retained throughout their employment and for at least five years subsequent to their separation.
4. All new appointees may be required to pass a physical examination after an employment offer and must be certified by the City's physician as physically qualified to perform the essential duties of the position they seek before their appointment may be finalized. A substance abuse test may also be required.
5. The Chief Administrative Officer may, as applicable and needed, utilize an applicant's merit examination results established and administered by other merit system agencies through cooperative, reciprocal arrangements for expediting recruitment and screening of applicants.

### SECTION 10. Probationary Period

#### a. Objective

The probationary period shall be regarded as an integral part of the screening process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new, transferred, demoted or promoted employee to the position, and for replacing any employee whose performance does not meet the required work standards.

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### b. Duration

Every person transferred, promoted, demoted, appointed or reappointed to a permanent position with the City shall be subject to the following requirements:

1. All employees must complete at least 12 continuous months of a probationary period.
2. The probationary or qualifying period shall begin immediately upon appointment to a permanent position. The probationary or qualifying time period may be extended or reinstated if deemed necessary by the Department Head. Any period of absence during the probationary period may cause the probationary period to be extended.
3. Time spent in an “acting” capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary or qualifying employee in this position.
4. An employee who is promoted, transferred or demoted prior to completing a probationary period shall begin a new 12 month probationary period in the new position and, except law enforcement officers as defined in Section 590.502, R.S.Mo. who may be entitled to a due process hearing as set forth in Article XIII, Section 20 hereof, no other probationary employee shall have ~~no~~ grievance/appeal privileges until a probationary period is successfully completed in one classification. The employee shall, however, be eligible for benefits specified in these policies following the completion of twelve months continuous service, except that sick leave benefits may be used as earned during the probationary period.

### SECTION 11. Dismissal During Probation

At any time during any probationary period (whether due to initial employment, position change, performance or disciplinary reasons), the Department Head may remove an employee for any lawful reason. ~~An~~ A law enforcement officer who is removed from employment shall be entitled to a full due process hearing before the Chief Administrative Officer as set out in Article XIII, Section 20. In all other circumstances and for all other employees, an employee removed during any probationary period cannot appeal such removal through the grievance procedure.

Employees promoted into a position who do not successfully complete a qualifying period may be demoted into their previous or similar classification, provided such position is vacant and is authorized in the budget. If such a position is not available, the employee may be considered for any vacant position for which the employee is qualified.

## **ARTICLE VIII - SEPARATION FROM EMPLOYMENT**

### SECTION 1. Termination Date

The official termination date of employment with the City shall be the date of the employee’s last day in attendance at work unless specified otherwise, and all eligible accrued leave payable shall be paid through the date of termination. Payment shall be made on the next pay date of the pay period next following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances.

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### SECTION 2. Resignation

All permanent employees are expected to give at least 10 working days notice prior to the effective date of their resignation in order to leave the City employ in good standing unless other arrangements are approved by the Department Head. Paid or unpaid leave may not be substituted for such notice. Failure to leave the City in good standing shall be considered cause for denial of future re-employment with the City.

### SECTION 3. Retirement

Retirement shall be in accord with the provisions of the Civilian Employees' Retirement Plan or the Police Officers' and Fire Fighters' Pension Plan; however, no person receiving retirement benefits shall be employed as a full-time permanent employee of the City.

### SECTION 4. Disability

If the City reasonably determines that an employee is unable to perform all of the essential functions of his or her position because of a disability, taking into consideration any reasonable accommodation, the City may separate, transfer, or otherwise dismiss an employee. The separation of an employee due to the inability to perform his or her essential job functions is not appealable to the Kirkwood Civil Service Commission. The City reserves the right to require any employee to undergo a physical or mental examination if the City determines that there is an issue with respect to the employee's ability to perform the essential functions of his or her job or whether a reasonable accommodation is necessary to enable the employee to perform the essential functions of his or her position.

### SECTION 5. Dismissal

Employees who are dismissed shall be removed from the position as promptly as possible.

### SECTION 6. Return of City Property

An employee leaving the City's service for any reason and who has City-owned equipment or property in his or her possession shall return such equipment or property to his or her Department Head prior to receiving his or her last pay check. Subject to applicable law, failure to return said property may result in an amount being withheld from the employee's pay check equal to the value of the property.

### SECTION 7. Lay Off - Reduction of Work

A Department Head may lay off an employee when it is deemed necessary by reason of shortage of work, funding, abolition of the position or change of duties or organizational structure, or other reasons which are outside of the employee's control and which do not reflect discredit on the employee's performance. The duties performed by an employee laid off may be re-assigned to other employees currently working who hold positions in appropriate classifications. No regular employee shall be laid off while another person is employed on a probationary or temporary basis in the same classification in the department.

### SECTION 8. Order of Lay-Off and Recall

Lay-off and recall of employees shall be made in inverse order of current performance ratings of employees in the classification and department involved so long as employees with the same classification are performing substantially identical job duties in the course of employment. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of lay-off and recall shall be based on seniority. Employees laid off shall be placed on a priority recall list for a maximum of 180 calendar



## APPENDIX E – PERSONNEL RULES AND REGULATIONS

days. Employees separated because of lay-off shall be given at least two weeks prior notice of such lay-off or pay in lieu thereof.

### **ARTICLE IX - CORRECTIVE PERFORMANCE IMPROVEMENT, DISCIPLINARY ACTIONS**

#### SECTION 1. Duties

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Department Heads and Supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives.

#### SECTION 2. Attitudes

Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, Supervisors shall point out the deficiencies at the time they are observed or as soon as practicable.

#### SECTION 3. Appropriate Corrective Action

Corrective actions shall at all times be promptly administered, documented, appropriate to the infraction committed, as determined by management, and shall never be on account of political considerations, personal bias, or any factor prohibited by applicable law.

#### SECTION 4. Explanation of Action; Appeal

Any disciplinary action shall be documented. Permanent, full-time non-probationary employees who shall be discharged or reduced in rank or compensation shall be presented with written reason for such discharge or reduction. Eligible employees may appeal disciplinary actions against them pursuant to the City's grievance procedure.

#### SECTION 5. Warnings

Oral and written warnings with reasonable time for improvement and subsequent review, as deemed applicable by management or supervision, shall generally precede more severe disciplinary action whenever, in the judgment of the Department Head or Supervisor, an infraction is minor and readily correctable.

When an oral warning is given, the Supervisor should explain the infraction to the employee and indicate corrective measures. The Supervisor should inform the employee that his or her conduct must improve or face more severe disciplinary action. The employee is required to sign an acknowledgment that the oral warning took place. Failure to sign the warning to acknowledge receipt shall be grounds for additional disciplinary action. A record of this warning will be placed in the employee's personnel file and the employee will receive a copy.

A written warning may be used for more serious infractions or in cases where the same rule has been violated or the same performance expectation has not been met. The Supervisor should state, in writing, the nature of the infraction leading to the disciplinary action. The warning may also include what improvement is expected, the time limit for this improvement to occur and consequences if the improvement goal is not met. The employee must read the written warning and sign it. Failure to sign the warning to acknowledge receipt shall be grounds for additional disciplinary action. One copy of the warning will be placed in the employee's personnel file and one copy will be given to the employee.

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### SECTION 6. Suspension, Demotion, Probation Reinstatement or Termination

A Department Head, including an interim or acting Department Head, or the Chief Administrative Officer or his or her designee within the City's Administration, specifically including the City's Assistant Chief Administrative Officer and the City's Human Resources Manager, has the authority to suspend, demote, reinstate probation, or terminate the services of any employee because of:

1. A reduction in force due to the lack of funds or curtailment of work.
2. For misconduct, poor performance, lack of ability to safely perform essential functions, violation of established regulations, procedures or expectations (written or otherwise), including but not limited to:
  - a. Obtaining materials or leave time based on misrepresentation; dishonesty; stealing; and other criminal acts.
  - b. Conviction of a felony or of a misdemeanor involving moral turpitude.
  - c. Abusive, harassing or improper treatment of a citizen, prisoner, or other individual in the community or on the City payroll.
  - d. Violation of any lawful and reasonable departmental or City rule, regulation, policy, practice or directive.
  - e. Destruction or loss of City or private property.
  - f. Absence from duty without permission, proper notice, or satisfactory reason.
  - g. Falsifying reports or records.
  - h. Insubordination, non-compliance with rules, policies, assignments or procedures.
  - i. Possessing, using or being under the influence of narcotics, other mind influencing substances, or alcohol on the job or otherwise violating the City's Substance Abuse Policy.
  - j. Incompetence, ineffectiveness, poor performance, inefficiency or wastefulness in the performance of assigned duties.
  - k. Disregard for safety policies or procedures.
  - l. Engaging in personal business/other employment while on duty, using City vehicles or equipment for personal use except as such use may be specifically authorized by City Council.
  - m. An unsatisfactory attendance record.
  - n. Gambling on City property.
  - o. Theft or unauthorized use or removal of City or employee property.
  - p. Unauthorized possession or use of a dangerous weapon. A dangerous weapon shall include, but not be limited to, handguns, firearms, explosives, knives, simulated firearms

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operated by gas or compressed air, slingshots, sand clubs, metal knuckles, dangerous chemicals and other weapons further defined by Missouri statute and/or City Ordinance. Unauthorized possession or use of a dangerous weapon shall include specifically the wearing, transporting, storing, using, brandishing or carrying of a dangerous weapon of any type, concealed or unconcealed, upon the property of the City, regardless of whether the employee is licensed to carry the dangerous weapon. Unauthorized possession or use also includes carrying a dangerous weapon of any type outside of the City's property while acting within the course of employment, regardless of whether the employee is licensed to carry the weapon. Employees may not carry any dangerous weapon while performing any task on behalf of the City or while attending any function on behalf of the City. No dangerous weapon shall be allowed on or within any City owned vehicle or personal vehicle being used to conduct any business on behalf of the City. This prohibition against unauthorized possession or use of dangerous weapons is not applicable to the use or possession of weapons by law enforcement personnel in accordance with the policies, procedures and directives of the City's Police Department or the use or possession of an object which may be a dangerous weapon, such as a knife or dangerous chemical, incident to performance of duties in the course and scope of an employee's employment with the City.

- q. Threatening or coercing employees or Supervisors.
- r. Reasonable suspicion of the commission of a criminal act occurring on or off the job which relates to job performance or of such a nature that continuation of employment in the assigned position could affect job performance or could constitute negligence in regard to the City's duty to the public.
- s. Using public employment for private gain.
- t. Reasonable suspicion of engaging in dishonest or immoral conduct on or off the job that undermines the effectiveness of the City's activities or affects relations with other City employees or residents.
- u. Failure or refusal to perform an assigned task.
- v. Any conduct which involves harassment or discrimination under any state or federal law or which constitutes inappropriate conduct under the City's Equal Employment Opportunity, Anti-Harassment and Non-Discrimination Policy.
- w. Inability to perform all essential job functions, with or without reasonable accommodation, or inability to safely perform all essential job functions, consistent with all federal and state requirements under applicable disability discrimination laws.
- x. Unauthorized disclosure of confidential information or protected health information.

The above are examples only of grounds for severe disciplinary action and are not intended to be all inclusive. In addition, such provisions apply only to classified, permanent, full-time employees who are not serving any type of probationary period. All other employees are employed at will and may be terminated at any time for any reason, with or without prior notice.

Except for probationary, part-time or temporary employees, a Department Head shall not discharge any employee without first having suspended the employee, without pay. In such event, the Department Head



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should notify the employee that the employee is being suspended with intent to discharge following a review period. Upon such notice, the employee must return all City property in the employee’s possession to his or her Supervisor or Department Head.

Any suspension, demotion, reinstatement of probation or termination of a law enforcement officer as a result of a complaint shall be handled in accordance with Section 590.502, R.S.Mo.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. Holidays

All permanent, full-time employees shall be entitled to 10 holidays per year for which they shall receive full pay at their standard rate. In order for an employee to receive pay for a holiday, that employee must have been present at work on the work day immediately preceding and following the holiday, or have been on an approved leave of absence with pay for the day or days absent. Paid holiday leave shall count as eight (8) hours worked for overtime calculation purposes, unless the employee is subject to a regular work day or shift of ten hours or more, in which case the employee shall receive credit for hours worked consistent with the employee’s regularly scheduled work shift for purposes of any overtime calculation.

Part-time employees who work at least 20 hours per week and have been employed by the City for at least six months shall be entitled to 10 holidays per year for which they shall receive partial compensation at their standard rate. The employee must have been present at work on the work day immediately preceding and following the holiday, assuming these days are regularly scheduled work days, or have been on an approved leave of absence with pay for the day or days absent. Part-time employees who meet the above criterion and who are not otherwise employed by the City on a full-time basis shall be compensated according to the average number of hours worked per week divided by five (for example, an employee working 20 hours per week would receive four hours of pay for a holiday). Part-time employees shall be entitled to holiday pay which is calculated by taking the average number of hours worked for the 13 pay periods immediately preceding January 1 of the current calendar year. Provided, however, if the position has seasonal or other variations that would significantly affect the ability of an employee to earn holiday pay as contemplated herein, a Department Head may request permission from the Assistant Chief Administrative Officer for a different period to be used in calculating holiday leave. For new hire employees who work part-time, holiday pay (after six months of employment) will be calculated by taking the average number of hours worked for the 13 pay periods immediately preceding each holiday until the employee has worked for 13 pay periods before January 1.

Authorized holidays shall include:

- |                                  |                           |
|----------------------------------|---------------------------|
| 1. New Year’s Day                | 6. Labor Day              |
| 2. Martin Luther King’s Birthday | 7. Thanksgiving Day       |
| 3. Presidents Day                | 8. Day after Thanksgiving |
| 4. Memorial Day                  | 9. Christmas Eve Day      |
| 5. Independence Day              | 10. Christmas Day         |

The City will attempt to accommodate the religious observances and practices of its employees. Requests for time off for religious observances, except as provided on the City’s holiday schedule, will be treated on an individual basis, and accommodation will be afforded so long as such can be accomplished without undue hardship to the City’s operations.

Notwithstanding the above provisions regarding holidays for City employees, law enforcement personnel who work on a rotating work schedule shall be allotted ten (10) days of “paid time off” in lieu of “holidays”

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(referenced periodically as “PTO”) each calendar year. Such law enforcement personnel shall not participate in City holidays but shall be permitted to use ten (10) days of paid leave, in lieu of holidays, during each calendar year. Such paid leave days shall be considered “hours worked” for purposes of any overtime calculation. Such paid leave days shall be used in full day increments only. For recordkeeping purposes only, any such PTO may be designated as “holiday leave.” No such paid leave shall be carried over from one calendar year to the next. To the extent that any such paid leave has not been exhausted by December 31 of each calendar year, law enforcement personnel shall be compensated for eight (8) hours of pay for each unused paid leave day at his or her then current rate of pay or, in the event of law enforcement personnel scheduled to work shift days of ten (10) or twelve (12) hours such compensation shall be for either the ten (10) hours or twelve (12) hours shift applicable as of December 31 of each calendar year. Payment for such unused paid leave days shall not count toward “hours worked” for overtime purposes. The accrual of such paid leave by law enforcement personnel shall be at the rate of 5/6 of a paid leave day per calendar month. New hires within the Police Department subject to this Policy shall accrue such paid leave at 5/6 of a paid leave day per month, starting with the first full month of employment with the City. If, during any calendar year, an employee of the Police Department is assigned to a position which results in a change from or to a rotating work schedule (such as from patrol officer to detective or vice versa), the City shall take appropriate measures to assure that such employee receives a combination of ten (10) paid “days off in lieu of holidays” and City authorized holidays during the calendar year. Such measures may include, but not necessarily be limited to: allowing the employee to use vacation or earned compensatory time as a paid day on one (1) or more authorized City holidays; requiring that time off during one (1) or more authorized City holidays be unpaid; or altering the monthly accrual rate of “paid time off in lieu of holidays”. In no event shall any Police Department employee receive more or less than a total of ten (10) paid leave days, during the calendar year under such circumstances.

In the event that any law enforcement employee utilizes such PTO during a calendar year in excess of that which has accrued and thereafter dies, terminates, retires or is discharged, or otherwise separates employment with the City of Kirkwood prior to the accrual of such paid leave, the City shall be entitled to assess and recoup the value of such utilized paid leave in excess of the accrued paid leave. Any such amount due shall be withheld from any final compensation due the employee and will be collected through appropriate legal action, if necessary. If legal action is necessary to recoup such amount, the employee will be responsible for the City’s costs and expenses, including attorneys’ fees. In the event that the law enforcement employee dies, terminates, retires, is discharged or otherwise separates employment with the City without utilizing accrued PTO in lieu of holiday pay, such employee shall be compensated for such paid leave accrued up to the maximum allowed accrual to the date of separation, unless such employee is discharged for misconduct connected with his or her work or fails to provide at least ten (10) business days notice of resignation. No leave time may be substituted for such notice. No “paid leave in lieu of holiday pay” may be used during any disciplinary suspension.

### SECTION 2. Vacation

Vacation leave shall accrue to all permanent, full-time employees based upon their years of continuous service with the City and part-time employees who work at least 20 hours per week and have been employed by the City for at least six months. Accrual of vacation shall commence on January 1 for that calendar year and shall be fully realized on December 31 of that calendar year, except during the first calendar year in which accrual of vacation shall commence on the first day of the first month following the date of employment.

During the first calendar year of service, all full-time employees shall accrue vacation leave through such calendar year and may take vacation leave through such first calendar year, provided that the employee has completed six months of continuous employment. The employee may also accrue the vacation leave and utilize such accrued vacation time during the following calendar year. In the event an employee has not

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completed six months of continuous, full-time employment during the first calendar year, then such employee is entitled to take the vacation leave accrued during the calendar year in which such employee has completed the six months of continuous, full-time employment. The rate of accrual of vacation leave for full-time employees shall be in accordance with Section (a) as follows:

<u>Employment Period</u>	<u>All Employees Other than Fire Shift Personnel</u>	<u>Fire Shift Personnel</u>
Less than 12 months	5/6 day per month	3 Shifts
1-4 years	2 weeks	6 Shifts
5-9 years	3 weeks	8 Shifts
10-16 years	4 weeks	10 Shifts
17 and thereafter	5 weeks	12 Shifts

For purposes of this vacation policy, a “fire shift” means 24 hours.

The amount of vacation for employees shall be identified on the basis of annual hours of vacation available during any calendar year to coincide with each employee’s regularly scheduled number of hours to be worked during each work week or during each work cycle for the Police Department.

Notwithstanding any other provision herein, the Chief Administrative Officer may set or modify the rate of accrual of vacation leave for any employee due to recruiting or other unique circumstances, although such discretion shall generally be reserved for a Department Head or management employee who is a direct report to a Department Head, subject to the maximum annual accrual rate of five (5) weeks. The Chief Administrative Officer shall also have discretion to award additional vacation leave to any employee as a supplement to or in lieu of a merit increase.

Part-time employees who work at least 20 hours per week and have been employed by the City for at least six months shall accrue one week of vacation leave. A part-time employee eligible for vacation pay shall be entitled to one week of vacation pay which is calculated by taking the average number of hours worked during the 13 pay periods immediately preceding January 1 of the current calendar year and multiplying that number by the part-time employee’s regular rate of pay. Provided, however, if the position has seasonal or other variations that would significantly affect the ability of an employee to earn vacation as contemplated herein, a Department Head may request permission from the Assistant Chief Administrative Officer for a different period to be used in calculating vacation leave. For example, an eligible part-time employee paid \$8.00 per hour, who averages 20 hours per week, would be entitled to one week off with vacation pay in the amount of \$160. For new hire employees who work part-time, vacation pay (after six months of employment) will be calculated by taking the average number of hours worked during the first 13 pay periods of employment for the calculation of such employee’s initial vacation pay.

At the recommendation of a Department Head and with written approval from the Chief Administrative Officer, a current part-time employee of the City who becomes a full-time employee may be provided vacation at an accrual rate greater than set forth above upon commencement of full-time employment. In making such recommendation, the Department Head shall consider the duration of prior part-time continuous employment with the City (which must be a minimum of five (5) years). The “credited” service from part-time employment toward vacation accrual as a full-time employee shall not exceed one-half of the period of continuous employment as a part-time employee.

Full-time employees who also work part-time and meet the above criterion will not receive additional vacation leave.

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All employees shall be entitled to utilize vacation leave which could accrue during the calendar year. In the event that an employee utilized vacation leave during a calendar year in excess of that which has accrued and thereafter dies, terminates, retires, is discharged, or otherwise separates employment with the City of Kirkwood prior to the accrual of such vacation time, the City shall be entitled to assess and recoup the value of such utilized vacation leave which is in excess of the accrued vacation leave. Any such amount due shall be withheld from any final compensation due the employee and collected through appropriate legal action, if necessary. If legal action is necessary to recoup such amount, the employee will be responsible for the City's costs and expenses, including attorneys' fees. In the event that an employee dies, terminates, retires, is discharged, or otherwise separates employment with the City without utilizing accrued vacation leave, such employee shall be compensated for vacation leave accrued up to the maximum allowed accrual to the date of separation, unless such employee is discharged for misconduct connected with his or her work or fails to provide at least ten business days' notice of resignation. No leave time may be substituted for such notice.

Full-time and part-time employees may carry over into the following year accrued vacation provided that it is not in excess of one-half of the vacation earned during the current calendar year. The maximum carry-over is one-half of the current year's vacation accrual. Vacation carry-over is not cumulative. In special situations, the carry-over limitation may be waived upon the review and written approval of the Assistant Chief Administrative Officer.

Vacation leaves normally shall be granted at such time as is deemed by the Department Head to be in the public interest and may be used in accordance with the rates set forth above, provided approval is given by the Department Head. Department Heads shall schedule vacation leaves with particular regard to the operating requirements, order of requests, and seniority of employees.

Vacation may not be used during any disciplinary suspension or during the first six months of any probationary period associated with initial employment with the City.

### SECTION 3. Personal Sick Leave

Each full-time employee, with the exception of fire shift personnel, shall accrue one day, consisting of eight hours or ten (10) or twelve (12) hours for any law enforcement personnel subject to a scheduled shift day of ten (10) or twelve (12) hours, of personal sick leave for each full month of continuous service rendered. Sick leave accrual may be increased beyond eight hours per month for any employment position for which regularly scheduled hours are significantly more than 2080 during a full calendar year of employment. Fire shift personnel shall accrue 12.0 hours of personal sick leave for each full month of continuous service. Sick leave shall not count as "hours worked" for purposes of any overtime calculation for City employees.

Holidays, vacation, personal sick leave, occupational illness, emergency leave, and funeral leave (all as provided for in Article X herein) shall not be deemed to be an interruption to the full month of continuous service as used herein.

Further, in no event shall any employee accrue more than 1040 hours (except for Fire Department personnel scheduled for 24-hour shifts in which event the maximum sick leave accrual shall be 1456 hours) of sick leave and at no time shall sick leave be considered a benefit convertible to compensation during employment or at the time of employment separation, except as described further below in this Personal Sick Leave policy or in any subsequent policy adopted by the City Council.

In addition, an employee may use up to a maximum of three (3) earned sick leave days (except that fire shift personnel may use up to a maximum of two earned sick leave days, defined as 24-hour shift days) per

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calendar year to care for an ill or injured immediate family member, which shall include only the employee's spouse, child, mother, father or other relative permanently residing in the employee's residence.

At any time, a physician's certificate may be required to verify the employee's sickness or injury or to verify a family member's sickness or injury if personal sick leave is taken. Subsequent to an absence of any duration due to sickness or injury, a physician's certificate may be required to verify the employee's ability to return to work prior to assumption of duties by that employee. In addition, any employee may be required to complete a Work Steps Program before returning to work.

It is understood that an employee utilizing sick leave benefits pursuant to this section agrees that he or she will not accept or perform any work for any other employer or engage in any self-employment work activity during his or her leave of absence; if an employee does so, he or she acknowledges that in such circumstances his or her conduct will be deemed to be a violation of the terms of the leave of absence, and that his or her employment with the City will be considered to have been terminated voluntarily on his or her part as of the first day of such a violation.

All City employees who have accrued the maximum sick leave amount of 1040 hours and have not utilized any sick leave during the calendar year will be provided an additional 8 hours of vacation time the following January 1<sup>st</sup> as a Bonus Vacation Day. Any such Bonus Vacation Day is earned annually and must be re-earned each calendar year. As a Sick Leave Buy Back Option, employees who have accrued at least 520 hours of total sick leave as of December 31 and have not used any sick leave during the calendar year may sell back up to forty-eight (48) hours of sick leave at 50% of their value. Employees who have accrued at least 520 hours of total sick leave during the calendar year and have used no more than twelve (12) hours of sick leave during such calendar year may sell back up to thirty-two (32) hours of sick leave at 50% of their value. Employees must request in writing to use any such Sick Leave Buy Back Option by January 15. The City shall pay out the appropriate amount within 30 days of receiving such written request. For purposes of the Bonus Vacation Day and Sick Leave Buy Back Option described in this Section, Employees shall be entitled to use up to eight (8) hours per calendar year for preventive health care appointments, such as routinely scheduled annual or periodic medical, dental or vision examinations, which shall not be considered for purposes of eligibility for either a Bonus Vacation Day or the Sick Leave Buy Back Option. The City may require that appropriate documentation be submitted for any use of sick leave for such routine annual or periodic medical, dental or vision examination appointments.

The Sick Leave Buy Back Option and Bonus Vacation Day policies described herein shall not apply to any employees represented by an organized labor union. Any sick leave buy back and/or bonus vacation day policy for employees represented by any labor union, specifically including Fire Department employees represented by Local 2665 of the International Association of Fire Fighters, Police Department employees represented by the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 and Electric Department employees represented by Local Union No. 2 of the International Brotherhood of Electrical Workers, shall be governed exclusively by the terms of any collective bargaining agreement or memorandum of understanding in effect between the City and the union representing such employees of the City.

When an employee has advance notice of an impending physical disability, such as elective surgery or pregnancy, the employee shall notify the Personnel Department so that it can be determined whether an absence will qualify under the Family Medical Leave Act. Upon request, the employee will be required to complete and submit an FMLA Certification Form for such intended absence. If the employee is not eligible for FMLA leave, such employee shall, before commencing such leave, submit a statement from the attending physician which shall include:

1. A description of the reason leave is needed.

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2. The anticipated date that the leave should begin.
3. The date on which the employee will be able to return to work.
4. Whether the employee will or is likely to be under any physical restrictions as a result of the illness or injury upon return to work.

Such employee shall obtain a physician's release prior to returning to work, and such release shall indicate whether or not the employee is under any physical restriction and the nature of such restriction.

Sick leave may not be used during any disciplinary suspension. Sick leave may be used as earned during any probationary period.

An employee on approved vacation leave who becomes ill or injured during such vacation leave cannot use sick leave in lieu of already approved vacation leave.

Nothing contained in this sick leave policy is to be construed as guaranteeing employment status throughout the availability or use of sick leave benefits or upon conclusion of any period of such leave. An employee who is medically unavailable for work for any extended duration may be separated from employment, consistent with applicable federal and state laws, regardless of whether the employee has exhausted all earned, unused sick leave. A separation for such reason is not appealable to the Kirkwood Civil Service Commission. Earned unused sick leave is not payable upon separation of employment, except as may be provided in the City's deferred compensation Section 457(b) Plan in effect and referenced in ARTICLE XI, Section 5 of these Personnel Rules and Regulations.

### SECTION 4. Occupational Injury or Illness

In cases of occupational injury or illness incurred in the performance of such employee's City job, such employee may be granted "occupational injury pay" effective immediately. Such "occupational injury pay" shall be the regular salary of such employee less any amount received by the employee as workers compensation benefits. Such occupational injury pay shall continue until the happening of the earliest of the following events:

- a. The date such employee shall be determined to be permanently disabled pursuant to the City's pension plans.
- b. The date such employee is determined to be able to return to work by the City's appointed physician.
- c. The date of any resolution or settlement of any workers' compensation claim.
- d. The elapse of 15 calendar weeks after the date of the occurrence of the disabling event.

In the event such employee remains unable to return to work after the 15 calendar weeks, such employee may use any accrued personal sick leave or vacation time while still employed. Upon the exhaustion of such paid leave time, such employee shall only receive worker's compensation payments, if any. Nothing contained in this occupational injury or illness policy is to be construed as guaranteeing employment status throughout the use of occupational injury or illness leave or upon conclusion of any period of such leave.

The Return to Work Program can assist with minimizing the cost of injuries by allowing injured employees to return to work as soon as possible. Every employee injured on the job and released to perform light duty



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work shall be considered for this program. However, light duty will not apply to any situation generally which would require the employee to perform duties that the employee is not currently qualified to perform. Light duty, if provided, is temporary and may be discontinued by the City at any time. Provided, however, no occupational injury or illness compensation shall be provided to any employee who rejects a light duty assignment offered by the City to the employee.

In addition, any employee may be required to complete a Work Steps Program before returning to work.

It is understood that any employee receiving workers' compensation benefits pursuant to this section agrees not to accept or perform any work for any other employer or engage in any self-employment work activity during the leave of absence; if an employee does so, the employee acknowledges that in such circumstances the employee's conduct will be deemed to be a violation of the terms of the leave of absence, and that employment with the City will be considered to have been terminated voluntarily on the employee's part as of the first day of such a violation.

Any leave of absence due to occupational injury or illness may also be designated as FMLA leave when appropriate and the employee, if so designated, shall comply with the City's FMLA policy as requested.

### SECTION 5. Emergency Leave

Employees may, with the written approval of their Department Head, be given three (3) scheduled work shifts per calendar year with pay and without loss of other leave due to extreme extenuating circumstances which may threaten the health and/or family welfare of the immediate family, such as: household fire, storm damage, flooding, etc. This provision does not allow use for situations such as transportation problems, auto repairs, babysitting, or similar non-critical obligations of the employee.

Determination of eligibility shall be made by the Assistant Chief Administrative Officer based on strict interpretation of these Personnel Rules and Regulations.

### SECTION 6. Funeral Leave

In the event of the death of an immediate family member, a full-time employee may be granted paid leave to attend the funeral of that family member. The purpose of this leave is for funeral attendance and related memorial services and is not to be used for attending to matters pertaining to settlement of the estate or business affairs of the deceased. In the event of the death of a spouse, child, step-child or parent, paid leave may be granted for up to four work days upon the recommendation of the Department Head. Other immediate family for the purpose of this section is defined as brother, sister, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepbrother, stepsister, or relative permanently living in the same house and paid leave for the death of any of these family members shall be for no more than two days.

### SECTION 7. Leave of Absence-without Pay

A Department Head, with the approval of the Chief Administrative Officer, may grant a permanent full-time employee an extended leave of absence without pay not to exceed 180 calendar days. Leave of absence may be granted for medical reasons. Such leave may be granted only after all of the employee's accrued sick leave and vacation leave has expired. If leave hereunder is granted because of an employee's medical condition, an employee must, before being considered for leave, submit a statement from his or her attending physician which shall include those items described in the Personal Sick Leave section, Article X, Section 3. Leaves under this section will only be granted when leave will not burden the Department

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affected and will not require that the employee be replaced during said leave. This section does not apply to the extent a leave is governed by the City's Family and Medical Leave Policy.

### SECTION 8. Absence without Pay

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these Personnel Rules and Regulations shall be deemed to be an absence without leave. Any such absence shall be without pay and, in addition, may be subject to disciplinary action. An employee may not utilize a leave of absence without pay if he or she has available emergency, vacation or sick leave. An absence of three working days which is not explained satisfactorily to the Department Head may be deemed cause for immediate discharge.

### SECTION 9. Military Leave of Absence Under Federal Law

Any employee who is to perform active duty or training or inactive duty or training in the armed forces of the United States, including but not limited to the military reserves, shall be granted a leave of absence, as permitted by law. Further, an employee who leaves the City for such military service may be paid accrued vacation for which the employee is eligible from the City at the time of the leave of absence at the employee's option.

Any employee who leaves his or her job to serve in the armed forces is entitled to all rights provided for under state and federal law during the performance of military duty and, upon completion of the military duty, to reinstatement as provided by law. Reinstatement rights are conditioned upon the employee fulfilling the basic requirements for reinstatement under state and federal law.

Any employee who is reinstated following completion of military service shall be eligible to take accrued vacation 30 days after reinstatement.

### SECTION 10. National Guard and Military Reserve Duty or Training Leave Under Missouri Law

Any employee of the City, who is or may become a member of the National Guard or of any reserve component of the Armed Forces of the United States and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from his or her respective duties as an employee until such military service is completed without loss of position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned to the employee at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service.

In addition to a leave of absence otherwise authorized in these Personnel Rules and Regulations, any employee of the City who is or may become a member of the National Guard or of any reserve component of the Armed Forces of the United States shall be entitled to a leave of absence from his or her respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which he or she is engaged in the performance of duty or training in the service of Missouri at the call of the Governor and as ordered by the adjutant general without regard to length of time, and for all period of military services during which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty hours in any federal fiscal year (October 1 through September 30).



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Before any payment of compensation is made covering the period of any such leave, the employee shall file with the City an official order from the appropriate military authority as evidence of such duty for which military leave pay is granted, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order.

Any employee entitled to military leave pursuant to this Policy of the City shall only be charged military leave for any hours which the employee would otherwise have been required to work had it not been for such military leave. The minimum charge for military leave shall be one hour and additional charges for military leave shall be in multiples of the minimum charge.

No member of the organized militia shall be discharged from employment by the City because of being a member of the organized militia, nor shall he or she be hindered or prevented from performing any militia service he or she may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing his or her service in the militia by threat or injury to him or her in respect to his or her employment.

### SECTION 11. Voting Time

Any employee eligible and registered to vote in any election held within this state, or any primary election held in preparation for such election shall, on the day of such election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing the polls. This section shall not apply to a voter on the day of election if there are three successive hours while the polls are open in which the employee is not on duty. The authorized Supervisor may specify any three hours between the time of opening and closing of the polls during which an employee may be granted voting leave. Employees may be required to show current eligible voter registration cards to their Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

### SECTION 12. Jury or Witness Leave with Pay

Employees may be granted leaves of absence for required jury duty or for any other required appearances before a court as a witness. Such employees shall receive that portion of their regular salary which will, together with their jury duty pay or fees, equal their total salary for the same period, subject to a maximum of 10 working days per calendar year. Witness leave with pay is not available to any employee who appears in court in connection with a case to which he or she is a party.

### SECTION 13. Procedure for Requesting Leave

Employees requesting leave of absence for any reason must fill out a request form. In order to receive consideration, the requested leave shall be approved by the employee's Department Head.

### SECTION 14. Family and Medical Leave Policy

1. Except for the provisions of this Policy regarding "Servicemember Family Leave," an eligible employee is entitled to take up to 12 weeks of unpaid leave under this Policy in a 12-month period. Leave may be taken for any of the following reasons.
  - (a) to care for an adopted, foster care, or newborn child;
  - (b) to care for the employee's spouse, son, daughter, or parent with a serious health condition;

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- (c) because of an employee’s own serious health condition that makes the employee unable to work at all or perform the essential functions of the employee’s job; or
  - (d) a qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
2. An “eligible” employee is an employee who:
- (a) has been employed by the City of Kirkwood for at least 12 months, and
  - (b) has worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave.
3. For purposes of this Policy, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
- (a) any period of incapacity or treatment in connection with or consequent to in-patient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility;
  - (b) any period of incapacity requiring absence from work, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - (c) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or for prenatal care.
4. The 12-month period during which an eligible employee is entitled to a total of 12 weeks leave under this Policy begins on January 1st of each year. Except for the provisions of this Policy regarding Servicemember Family Leave, an eligible employee is only entitled to a total of 12 weeks leave in any given 12- month period regardless of the number of qualifying conditions that may arise in any 12-month period.
5. For any leave taken in accordance with this Policy that would otherwise be unpaid, each employee is required to use accrued paid vacation, accrued paid sick leave and accrued compensatory time to the extent available in the following manner:
- (a) for any leave taken under this Policy as Servicemember Family Leave or any leave relating to the placement of a child for adoption or foster care, to care for a family member with a serious health condition, the employee is required to use all of his or her available accrued paid sick leave first (maximum of three (3) paid days annually, except for fire shift personnel who have a maximum of two 24-hour work shifts annually), then use all of his or her accrued paid vacation and then use all of his or her accrued compensatory time while on leave; and
  - (b) for any leave taken under this Policy because of the employee’s own serious health condition, the employee is required to use all of his or her accrued paid sick leave first, then use all of his or her accrued paid vacation leave, PTO with respect to law enforcement personnel of the City who receive paid time off in lieu of holidays, and then use all of his or her accrued compensatory time while on leave.

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6. If the leave taken in accordance with this Policy is compensated at all, such as under the temporary total disability provisions of workers' compensation law, then no use of accrued paid vacation, accrued paid sick leave or accrued compensatory time will be required but such paid leave may be used at the employee's option.
7. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember shall be entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to care for the servicemember ("Servicemember Family Leave"). The leave described in this paragraph shall only be available during a single twelve (12) month period. During such a single twelve (12) month period, an eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of FMLA leave, regardless of the reason or reasons for taking FMLA leave. A "covered servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term "outpatient status," with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to:
  - (a) a military medical treatment facility as an outpatient; or
  - (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

The term "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. For purposes of this Policy, the term "next of kin," used with respect to an individual, means the nearest blood relative of that individual.

8. For any leave taken under this Policy, an eligible employee may also take paid vacation leave which has not yet been earned but could accrue during the calendar year. The use of unearned vacation shall follow the use of earned sick leave and earned vacation leave as required in paragraph 5 of this Policy. If an employee chooses to use unearned vacation leave during an FMLA leave of absence, the request to use such leave must be made in writing and submitted to the Human Resources Manager prior to the exhaustion of all paid sick leave and paid earned vacation. In the event that an employee utilized vacation leave during a calendar year in excess of that which has accrued and thereafter dies, terminates, retires, is discharged, or otherwise separates employment with the City of Kirkwood prior to the accrual of such vacation time, the City shall be entitled to assess and recoup the value of such utilized vacation leave which is in excess of the accrued vacation leave. Any such amount due shall be withheld from any final compensation due employee or through appropriate legal action if necessary. If legal action is necessary to recoup such amount, the employee will be responsible for the City's costs and expenses, including attorney's fees.
9. An employee on leave in accordance with this Policy during any of the holidays designated in Article X, Section 1 of the Personnel Rules and Regulations for the City of Kirkwood, will receive pay as set forth in Article X, Section 1.
10. Spouses who are both employed by the City of Kirkwood are permitted to take only a combined total of 12 weeks leave during a 12 month period if the leave is taken: for the birth of a child or to care for the child after birth; for placement of a child for adoption or foster care, or to care for the child after placement; or to care for a parent with a serious health condition. Each spouse is entitled

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to his or her own 12 weeks of leave during a 12-month period if the leave is for his or her serious health condition, or the serious health condition of the other spouse or a child.

11. An employee's entitlement of leave to care for an adopted, foster care, or newborn child expires at the end of the 12-month period beginning on the date of the birth or placement.
12. Employees seeking to use leave under this Policy are required to provide 30 days advance notice of the need to take leave if the need for the leave is foreseeable based on an expected birth or placement of a child, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days notice is not practicable under the circumstances, such as because of the lack of knowledge of when leave will begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. The notice under this section must set forth the reason(s) for the requested leave, the anticipated duration of the leave and the anticipated start of the leave.

When planning medical treatment, the employee must consult with his or her Department Head and make a reasonable effort to schedule the leave so as not to disrupt unduly the Department's operations, consistent with the health care provider's medical judgment.

13. When leave is taken because of the birth or placement of a child or adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only upon approval of the employee's Department Head. When leave is taken to care for an employee's own serious health condition or for a sick family member, leave may be taken intermittently or on a reduced leave schedule when medically necessary at the employee's request.
14. An employee that takes leave under this Policy for a spouse, child, or parent with a serious health condition, or because of the employee's own serious health condition, must submit a sufficient and complete FMLA Certification Form, upon request. The Certification Form is due 15 days after the City's written request directed to the employee.

While on leave, the employee may be asked to periodically report on his or her status or the status of the family member and when the employee intends to return to work.

It is understood that any employee taking Family and Medical Leave pursuant to this section agrees that he or she will not accept or perform any work for any other employer or engage in any self-employment work activity during his or her leave of absence; if an employee does so, he or she acknowledges that in such circumstances his or her conduct will be deemed to be a violation of the terms of the leave of absence, and that his or her employment with the City will be considered to have been terminated voluntarily on his or her part as of the first day of such a violation.

15. Prior to being returned to work following a leave taken under this Policy, an employee whose leave was occasioned by his or her own serious health condition must obtain and present certification from the health care provider that the employee is able to return to work.
16. For the duration of any leave taken under this Policy, the City of Kirkwood will maintain the employee's health care coverage on the same basis as coverage would have been provided if the employee had not taken leave. If an employee fails to return to work for the City for at least 30 days upon conclusion of leave taken under this policy, the employee shall owe the City the cost of health insurance premiums provided by the City during such absence, except as otherwise limited by law.

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17. When an employee takes leave, which would otherwise qualify as leave under this Policy except that the employee has not specifically requested Family and Medical Leave, including any leave due to occupational injury or illness, the time spent on such a leave may be designated as Family and Medical Leave and may be counted towards an employee's total number of weeks to which the employee is entitled as Family and Medical leave.
18. Extended leaves of absence without pay that are not governed by this Policy, (i.e. those for a reason other than those provided herein, or if of the type otherwise covered but which extends beyond the number of weeks allowed hereunder), will be governed by Article X, Section 7 (leave of absence without pay) of the Personnel Rules and Regulations for the City of Kirkwood.
19. Any interpretation of this Policy and of the benefits and obligations under the Family and Medical Leave Act of 1993 ("FMLA") shall be governed by appropriate federal law and regulations issued under the FMLA.

### SECTION 15. Genetic Information Nondiscrimination Act

The Genetic Information and Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of genetic services sought or received by an individual (employee) or an individual's family member, and genetic information of a fetus carried by an individual (employee) or an individual's family member or an embryo lawfully held by an individual (employee) or family member receiving assistive reproductive services.

### SECTION 16. Lactation Breaks

The City will provide reasonable breaks for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has a need to express the milk. The City will provide a place other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public which may be used by an employee to express breast milk. Any breaks taken for the purpose of expressing milk are not required to be compensated. However, any employee who uses existing compensated breaks to express milk will be compensated in the same manner that other City employees are compensated for any such break time. Any employee classified as exempt for purposes of overtime eligibility is not entitled to lactation breaks under applicable federal law but may be provided such breaks at the discretion of such employee's Department Head or the Chief Administrative Officer or Assistant Chief Administrative Officer of the City.

An employee should advise management if she needs break time and an area of privacy for purposes of expressing breast milk for a nursing child. No employee will be discriminated against or retaliated against for exercising such rights pursuant to this policy.

### SECTION 17. Leave For Victims of Sexual or Domestic Violence

An employee who is a victim of domestic or sexual violence, or whose family or household member is a victim of domestic or sexual violence, may seek up to two weeks of unpaid leave during any twelve-month period for any of the following reasons:



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- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- (2) Obtaining services from a victim services organization for the employee or the employee's family or household member;
- (3) Obtaining psychological or other counseling for the employee or the employee's family or household member;
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

For purposes of leave under this Policy, "a family or household member" means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household. Employees seeking leave must provide at least 48 hours' advance notice of the intention to take leave, unless giving notice is not practicable. Leave may be taken intermittently or on a reduced work schedule.

When requesting leave under this Policy, employees also must certify that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for a qualifying reason, and the employee must provide supporting documentation such as a police report, documentation from a victim services organization, or other corroborating documentation. The twelve-month period during which an eligible employee is entitled to a total of two (2) weeks leave under this Policy begins on January 1 of each year. An eligible employee is only entitled to a total of twelve (12) weeks leave in any given twelve-month period regardless of the number of qualifying conditions that may arise in any twelve-month period, either under this Policy and/or the Family and Medical Leave Policy. This Policy does not create a right for an employee to take unpaid leave that exceeds the amount of unpaid leave time allowed under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601, *et seq.*).

For any leave taken in accordance with this Policy that would otherwise be unpaid, the employee is required to use accrued paid vacation, accrued paid sick leave and accrued compensatory time to the extent available in the following manner:

- (1) For any leave taken to care for a family or household member who has been subjected to domestic or sexual violence, the employee is required to use all of the employee's available accrued paid sick leave first (maximum of three (3) paid days annually, except for fire shift personnel who have a maximum of two (2) twenty-four-hour work shifts annually), then use all of the employee's accrued paid vacation and then use all of the employee's accrued compensatory time while on leave; and
- (2) For any leave taken under this Policy because the employee has been subjected to domestic or sexual violence, the employee is required to use all of the employee's accrued paid sick



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leave first, then use all of the employee's accrued paid vacation leave, PTO with respect to law enforcement personnel of the City who receive paid time off in lieu of holidays, and then use all of employee's accrued compensatory time while on leave.

For the duration of any leave taken under this Policy, the City will maintain the employee's health care coverage on the same basis as coverage would have been provided if the employee had not taken leave. If an employee fails to return to work for the City for at least thirty (30) days upon conclusion of leave taken under this Policy, the employee shall owe the City the cost of health insurance premiums provided by the City during such absence, except as otherwise limited by law.

Additionally, employees who are victims of sexual or domestic violence, or who have a family or household member who is the victim of domestic or sexual violence, may request reasonable safety accommodations, in a timely manner, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence, or a family or household member being a victim of domestic or sexual violence. The City is not required to make safety accommodation(s) under this Policy if such accommodation(s) would impose an undue hardship on the operations of the City. The City may require that the employee requesting a reasonable safety accommodation pursuant to this Policy provide the City a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for a purpose authorized under this Policy.

Any interpretation of this Policy shall be governed by appropriate Missouri law and regulations issued under the Victims Economic Safety and Security Act, Section 285.624, et seq. R.S. Mo.

### ARTICLE XI - OTHER EMPLOYEE BENEFITS

#### SECTION 1. Professional Dues Payment

Employees may, with the approval of their Department Head, have professional organization dues payment made by the City provided that the membership benefits the employee in completing assigned duties and responsibilities.

#### SECTION 2. Tuition Reimbursement Program

- a. Only permanent full-time employees shall be eligible to participate in the program.
- b. The maximum amount of reimbursement for tuition during any single fiscal year of the City, i.e. from April 1 through March 31, shall not exceed \$3,000 for undergraduate tuition reimbursement or \$4,000 for graduate class attendance tuition.
- c. The course of study must be job related and in the field of employment.
- d. All courses must be approved in advance by the appropriate Department Head and the Chief Administrative Officer.
- e. If letter grades are used by the educational institution, then a grade of "C" or better must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory system is used, "pass" or "satisfactory" will qualify for reimbursement.
- f. The City will pay the employee up to \$3,000 or \$4,000 as applicable, for the cost of tuition reimbursement and required fees during any single fiscal year; however, the employee will

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be responsible for any cost not covered by the tuition or required fees, such as books and parking.

- g. Notwithstanding the above provisions, tuition reimbursement is also available for academic courses which are not job related when such courses are taken at local community colleges approved by the Chief Administrative Officer or his or her designee.
- h. Any City employee who has received any payment for tuition reimbursement shall be obligated to repay such amount on a pro rata schedule, pursuant to a separate signed Tuition Reimbursement Agreement if such employee voluntarily leaves the employment of the City for any reason whatsoever or such employee is terminated for misconduct with the employee's work at any time prior to completing 24 months of employment service from employee's receipt of any tuition reimbursement payment pursuant to this policy.
- i. As a transition for the increased amount of tuition reimbursement available pursuant to this revised Tuition Reimbursement Program policy in 2018, the maximum amount of tuition reimbursement for the period of January 1, 2018 through March 31, 2019 shall be \$2,750 for undergraduate class attendance and reimbursement and \$3,500 for graduate class attendance and reimbursement. Effective April 1, 2019, the annual maximum amounts of \$3,000 and \$4,000 shall be in effect for the fiscal year of April 1, 2019 through March 31, 2020 and each fiscal year thereafter.
- j. For avoidance of doubt, the maximum amount of \$3,000 for undergraduate class tuition reimbursement and \$4,000 for graduate class tuition reimbursement shall not be cumulative. No employee shall be entitled to tuition reimbursement in excess of \$4,000 during any City fiscal year regardless of whether the employee attends both undergraduate and graduate classes during any fiscal year.

### SECTION 3. Uniforms and Clothing Allowances

Employees required to wear uniform clothing, specifically those individuals readily visible to the general public, will be provided with such clothing allocations as deemed appropriate by the Department Head. If allocations are provided, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from City service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniforms or clothing.

### SECTION 4. Treatment of Insurance Premiums

The City at its discretion may offer such benefits as health, dental, and vision insurance and share the cost of insurance premiums with employees. Premiums deducted from employee paychecks to pay for these benefits will be treated as pre-tax unless an employee specifically directs otherwise in writing to the Personnel Department.



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### SECTION 5. Deferred Compensation Program

The City provides a deferred compensation program, known as a Section 457(b) Plan, for City employees, including the matching of employee contributions, subject to any maximum matching amount established by the City. Any deferred compensation program shall be subject to the terms for such program in effect from time to time and may be modified or eliminated at the discretion of the City.

### **ARTICLE XII - EMPLOYMENT RESTRICTIONS**

No person employed by the City, or seeking employment shall be appointed, promoted, demoted, removed, or in any way favored or discriminated against because of political affiliation, age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, sexual orientation, gender identity or expression or transgender status or disability unrelated to the ability to perform the job or any other classification protected under applicable state or federal law.

No person seeking employment or promotion shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for, or on account of, or in connection with an employment test, appointment, proposed appointment, promotion, or proposed promotion.

No City employee shall solicit any contribution for the campaign fund of any candidate for Kirkwood City office or take part in the political campaign of any candidate while on duty or in uniform or wearing any attire identifying the City of Kirkwood. All employees may exercise their rights as private citizens to express opinions and, if registered voters in Kirkwood, sign a nominating petition for any City candidate and vote in any City election. Political affiliation, participation, or contribution shall not be considered in making any City employment decision. No City officer, employee, or member of a board or commission shall use official authority or official influence for the purpose of interfering with or affecting the result of any election to or nomination for Kirkwood City office. No City officer, employee, or member of a board or commission shall directly or indirectly coerce, attempt to coerce, command, advise, or solicit a City employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political or electoral purposes.

No employee, either full or part-time of the City, while on duty or while in uniform that identifies the individual as an employee of the City shall:

- a. Canvass on behalf of any candidate, political party, or political issue.
- b. Display a political picture, sticker, badge, or button.
- c. Attend a political rally, fund raising function, or other political gathering.
- d. Circulate or sign a political petition, or
- e. Serve as an election judge or clerk.

No employee shall place, or allow to remain, upon a City vehicle used by the employee in the course of employment any political picture, sticker, badge, or button.

No person currently serving on any City Board or Commission may become a full-time or part-time employee of the City while so serving on any City Board or Commission and no full-time or part-time employee of the City shall be appointed to any City Board or Commission while employed with the City. This provision does not apply to any person classified by the City as a temporary employee.

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Nothing in this article shall be construed to restrict an employee's freedom to express an opinion or exercise the right to vote.

No employee of the City shall use City equipment, personnel, facilities, or resources to promote or help promote any civic, social, business, or political candidate, or any non-City of Kirkwood purpose without the express written consent of the Chief Administrative Officer.

No employee shall accept or be influenced in his or her duties by an offer of any payment, gift or favor from any source, other than their regular compensation from the City. It is particularly important that employees refrain from accepting gifts where it might be construed as evidence of favoritism or unfair advantage relative to any supplier or vendor. These limitations are not intended to prohibit the acceptance of a) small gifts of no significant value, such as pens, pencils, note pads and other items which can be used in the performance of work duties, and b) non-alcoholic consumable items such as food, of no significant value, that can be shared equally on the City premises by all employees. Alcoholic beverages or gifts of significant value sent to the City or City employees shall remain unopened and be returned to the sender.

### ARTICLE XIII - GRIEVANCES, COMPLAINTS, AND APPEALS

#### SECTION 1. Grievances and Complaints

All classified employees shall have the right, except as specified herein, to utilize the grievance and complaint procedures of this article. The grievance and complaint procedures of this article will be available only law enforcement officers, as defined in Section 590.502, R.S.Mo., and other to classified, permanent, full-time employees who are not serving a probationary period, whether imposed due to a new position or for disciplinary or performance reasons.

The City follows an "open door" policy. Employees are encouraged by the City to raise any work-related concerns with their immediate Supervisors or with any member of management.

In addition, it is the policy of the City that all employees be treated in a nondiscriminatory fashion. Accordingly, the City requires that all Supervisors discipline similarly situated employees in the same fashion. At the same time, inasmuch as no two conduct violations are identical in every detail, no exact pattern of corrective discipline is required and the City may deviate from its imposition of discipline whenever it determines that such action is warranted under the circumstances.

#### SECTION 2. Procedures for Handling Grievances and Complaints for Non-Law Enforcement Officers.

The grievance and complaint procedures set out in this Section are available only to classified, permanent, full-time employees who are not law enforcement officers as defined in Section 590.502, R.S.Mo. and who are not serving a probationary period, whether imposed due to a new position or for disciplinary or performance reasons.

STEP A. A grievance or complaint must be taken to the immediate Supervisor within seven calendar days following knowledge of the occurrence. Where possible, the grievance should be settled at this level. If informal discussions do not resolve the issue, the matter shall be reduced to writing by the employee and be submitted to the immediate Supervisor within three working days. The immediate Supervisor shall have five working days to respond in writing. In departments such as Police, Fire and others where a more involved hierarchy chain of command system is utilized, the Department Head shall, through written,

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published departmental rules and regulations, establish which immediate supervisory level shall successively respond to a grievance.

- STEP B. In the event that Step A does not resolve the situation, the employee may forward the grievance or complaint in writing to the Department Head within three working days following receipt of the Supervisor's response. The written documentation must include specific circumstances and state the remedial action requested. Such appeal must be signed personally by the employee, with the original delivered to the Department Head. Any other form of appeal, such as a facsimile transmission, email communication or an appeal unsigned by the employee, will not be considered by the Department Head. The Department Head or his or her designee shall investigate and document the matter and render a decision within 10 working days of receipt of the request, unless it is impracticable to do so in such a timeframe.
- STEP C. In the event that Step B does not resolve the problem and the grievance involves a suspension, demotion or termination, the employee may forward all written documentation and appeal to the Chief Administrative Officer within three working days of receipt of the Department Head's decision. The Chief Administrative Officer will consider only an appeal involving a suspension, demotion or termination of employment, which results in economic loss to the employee. Such appeal must be signed personally by the employee, with the original delivered to the Chief Administrative Officer. Any other form of appeal, such as a facsimile transmission, email communication or an appeal unsigned by the employee, will not be considered by the Chief Administrative Officer. The Chief Administrative Officer will provide a decision to the employee within 10 working days of receipt of the request, unless it is impracticable to do within such a timeframe. For grievances that are not eligible to be appealed to the Civil Service Commission, the decision of the Chief Administrative Officer shall be final with respect to this grievance procedure. The Chief Administrative Officer may delegate to the Assistant Chief Administrative Officer the responsibility for reviewing and responding to the appeal.
- STEP D. If the grievance involves suspension for more than five working days, dismissal (unless an appeal to the Civil Service Commission is expressly prohibited under these Personnel Rules and Regulations) or disciplinary demotion, the employee may request a hearing before the Civil Service Commission. A written request for a formal hearing shall be filed with the City's liaison to the Civil Service Commission (Assistant Chief Administrative Officer) within seven calendar days from the date of receipt of the decision of the Chief Administrative Officer. The Civil Service Commission shall convene as soon as reasonably practicable after receipt of the request for appeal. If requested by either party, the Civil Service Commission shall conduct a closed hearing in accordance with procedures and rules established by the Civil Service Commission. Each party shall have the right to be heard in person and call witnesses. All parties, including the Civil Service Commission, may engage counsel. Technical rules of evidence shall not apply. After hearing and consideration of the evidence, the Commission shall render its decision in writing. The Commission's decision shall be final and binding.

Grievances which are not continued timely by the employee within the aforementioned procedure shall be considered as satisfied and not subject to further consideration.



**SECTION 3. Procedures For Handling Grievances And Complaints for Law Enforcement Officers.**

**The grievance and complaint procedures set out in this Section are available only to law enforcement officers as defined in Section 590.502, R.S.Mo. To the extent any specific term or provision of the collective bargaining agreement or memorandum of understanding between the City and any unit of employees represented by a labor union is in conflict with any specific provision of this Section, the specific term or provision of the collective bargaining agreement or memorandum of understanding shall govern and supersede any conflicting provision of this Section, except as otherwise prohibited by applicable law.**

**STEP A. A written grievance or complaint must be delivered to the Captain in the chain of command of the complaining law enforcement officer within five (5) working days following knowledge of the occurrence. Where possible, the grievance should be settled at this level. The Captain shall have five (5) working days to respond in writing, unless it is impracticable to do so in such timeframe.**

**STEP B. In the event that Step A does not resolve the situation, the law enforcement officer may forward the grievance or complaint, in writing, to the Chief of Police within five (5) working days following receipt of the Captain's response. The Chief of Police shall consider the matter, shall investigate as may be appropriate in his/her discretion and render a decision within ten (10) working days of receipt of the request, unless it is impracticable to do so in such a timeframe.**

**STEP C. In the event that Step B does not resolve the problem and the grievance involves a suspension without pay, demotion, termination, transfer or status resulting in economic loss to the law enforcement officer, the law enforcement officer shall be entitled to a full due process hearing before the Chief Administrative Officer. The Chief Administrative Officer will provide a written decision, including findings of fact, to the law enforcement officer within ten (10) working days of conclusion of the due process proceeding, unless it is impracticable to do within such a timeframe. The decision shall include the right of appeal to the Civil Service Commission, if the decision is eligible for such an appeal. For grievances that are not eligible to be appealed to the Civil Service Commission, the decision of the Chief Administrative Officer shall be final with respect to this grievance procedure.**

**STEP D. If the grievance is made on behalf of a full-time, non-probationary law enforcement officer and involves suspension for more than five (5) shift days, dismissal (unless an appeal to the Civil Service Commission is expressly prohibited under these Rules and Regulations) or disciplinary demotion, the law enforcement officer may request an appeal hearing before the Civil Service Commission. A written request for this appeal shall be filed with the City's liaison to the Civil Service Commission (Assistant Chief Administrative Officer) within seven (7) calendar days from the date of receipt of the decision of the Chief Administrative Officer. The Civil Service Commission shall convene as soon as reasonably practicable after receipt of the request for appeal. If requested by either party, the Civil Service Commission shall conduct a closed hearing in accordance with procedures and rules established by the Civil Service Commission. Each party shall have the right to be heard in person and call witnesses.**



**All parties, including the Civil Service Commission, may engage counsel. Technical rules of evidence shall not apply. After hearing and consideration of the evidence, the Commission shall render its decision in writing. The Commission's decision shall be final and binding.**

**ARTICLE XIV - EMPLOYMENT OF RELATIVES**

The City discourages the employment of relatives with the City. The City will not hire on a full-time, part-time, or temporary basis a member of the immediate family of a City Council member, the Chief Administrative Officer, a Department Head or a Division Head. In addition, no person who is a member of the immediate family of an employee may be hired, transferred or promoted to work in the same work unit of the City. A work unit is defined as a work grouping where the possibility of one relative directly supervising another may occur. "Immediate family" for the purpose of this section is defined as spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchildren.

**ARTICLE XV - NO SMOKING POLICY**

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking or use of any other tobacco products within City offices, facilities and vehicles is strictly prohibited. This policy applies to e-cigarettes and any other smoking device or product.

**ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY, ANTI-HARASSMENT, AND NON-DISCRIMINATION POLICY**

It is the policy and practice of the City of Kirkwood ("City") to provide and promote equal employment opportunities for all applicants and employees. It is the responsibility of all employees to ensure that the concepts of equal employment opportunity and nondiscrimination are understood, abided by, and carried out by everyone.

It is the policy of the City to hire, train, promote, compensate, and administer all employment practices without regard to age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, sexual orientation, gender identity or expression or transgender status, disability unrelated to the ability to perform essential functions of the job or any other protected classification under applicable federal or state law. In short, discrimination or harassment on any of the grounds stated above is strictly forbidden and will not be tolerated. The City will take appropriate measures in response to any such incidents which are known by or reported to management or the Personnel Department.

The City believes that every employee has the right to work in an environment free of sexual or other prohibited harassment. Such conduct does not advance the purposes of the City; it is also morally wrong, and may subject the City to legal exposure. Consequently, any employee who engages in this prohibited conduct will be subject to disciplinary action, up to and including termination.

**Conduct Constituting Prohibited Sexual Harassment**

Under guidelines published by the Equal Employment Opportunity Commission, "unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature" constitute unlawful harassment in the following instances:

- a. when submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

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- b. when submission to or rejection of such conduct by an individual is used as a basis for any employment decision (e.g. promotion, wage increase, termination) affecting such individual; or
- c. when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

For example, and without compiling an exhaustive list, the following are illustrative of conduct that the City condemns and prohibits under this policy:

(a) Conditioning a benefit such as a certain salary or promotion on the granting of sexual favors or the establishment or continuance of a personal relationship, or to imply to an employee that an award of such a benefit is conditioned upon the granting of sexual favors or the establishment or continuance of a personal relationship.

(b) Stating or implying that another employee's performance is attributable in whole or in part to the sex of that employee.

(c) Stating or implying that a fellow employee's promotion in the City hierarchy has resulted from the granting of a sexual favor or relationship.

Sexual harassment may involve such matters as crude sexual jokes or sexual names; sexually suggestive, profane language; offensive sexual flirtations and innuendos; a display of obscene or pornographic material; sexual advances; grabbing or touching another individual; or other, similar demeaning and insulting behavior based on sex. Employees of the City should be aware that the issue of whether conduct constitutes sexual harassment or discriminatory conduct may depend on how that conduct is viewed by the employee who is subjected to the conduct. Any employee who initiates or persists in this prohibited conduct assumes the risk of violating this policy in the event that the person who is the object of the conduct views it as offensive; accordingly, such an employee may be subject to discipline even if the conduct might not have been intended as offensive.

### **Prohibited Discriminatory Joking or Epithets**

**Based on Age, Race, Color, Genetic Information, Pregnancy, National Origin, Ancestry, Religion, Sex, Disability, Sexual Orientation or Gender Identity**

As examples, and without compiling an exhaustive list, the following are illustrative of conduct the City condemns and prohibits under this policy:

(a) It is prohibited for any employee to bring any item to the work premises for purposes of a joke or epithet based on age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, disability, sexual orientation or gender identity.

(b) It is also prohibited for any employee to use City property, bulletin boards, e-mail or voice mail systems, or documents for purposes of a joke or epithet based on age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, disability, sexual orientation or gender identity.

(c) It is also prohibited for any employee to deface City property or the personal property of anyone else for purposes of a joke or epithet based on age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, disability, sexual orientation or gender identity.

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(d) It is also prohibited for any employee to utter or use any slur, joke or epithet at work or when referring to or about any other person, be they an employee or a non-employee, based on age, race, color, genetic information, pregnancy, national origin, ancestry, religion, sex, disability, sexual orientation or gender identity.

### **Procedure Upon Occurrence of Prohibited Conduct**

Any employee who believes they have been subjected or exposed to any harassment or other conduct prohibited by this Policy has the right to have such activity terminated immediately. Complaints must be made either to the employee's immediate Supervisor, Department Head, or to the City's Chief Administrative Officer, Assistant Chief Administrative Officer or Human Resources Manager. Complaints shall be treated in a confidential manner to the extent reasonable. Retaliation of any form against anyone who complains pursuant to this Policy is strictly prohibited. An investigation shall be made immediately concerning any complaint. If the investigation leads to a determination that the charges are true or there has been any improper conduct, corrective action will be taken immediately. Such action may include termination of employment for anyone violating this Policy. Any complaint against the Chief Administrative Officer or City Clerk should be made to the Human Resources Manager or Assistant Chief Administrative Officer, who shall do a prompt and thorough investigation. A report of such investigation shall be forwarded to the Mayor and City Council for their review and determination of appropriate action to be taken against the Chief Administrative Officer or City Clerk.

### **ARTICLE XVII - POLICY REGARDING REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS WITH A DISABILITY**

The City stands committed to fulfilling its obligations under the Americans With Disabilities Act and all other applicable state and federal statutes governing the workplace. It is the policy of the City to hire, train, promote, compensate, and administer all employment practices without regard to a disability unrelated to the ability to perform a job with or without reasonable accommodation. Discrimination against job applicants or employees because they are disabled is prohibited and will not be tolerated.

#### **GUIDELINES**

When dealing with situations involving job applicants or employees with a disability, the City will endeavor to follow these guidelines:

1. It is against the policy of the City to discriminate against qualified individuals with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

2. The City is committed to ensuring that qualified individuals with a disability are not discriminated against in applying for employment and once such individuals have been employed in the workplace. It is the policy of the City, where possible and readily achievable, to make existing facilities used by employees readily accessible to and usable by individuals with disabilities. However, there may be instances where the City is not aware that an employee has a disability which might impact on an aspect of his or her employment or whether an existing facility is accessible to and usable by individuals with disabilities. It is incumbent upon any job applicant or employee to alert the City or his or her Supervisor as to the existence of a disability which the job applicant or employee believes needs to be accommodated so that he or she will enjoy and be afforded equal employment opportunity in the workplace.

3. An individual may be considered disabled if he or she has a physical or mental impairment and the impairment substantially limits one or more of the individual's major activities in life, has a record or history of such an impairment, or is perceived as having such an impairment. The City is committed to

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making reasonable accommodations in job duties, the work environment, and the application process to enable a qualified person with a disability to enjoy equal employment opportunities, so long as such accommodations do not constitute an undue hardship.

4. At the same time, the City also has an obligation to provide a safe work environment for all employees and customers. Reasonable precautions will be taken to ensure that an employee's disability, or any attempted reasonable accommodations thereto, do not present a direct threat to the health and/or safety of the individual employee with a disability or to others.

### **PROCEDURAL CHANNELS**

The employee should advise his or her Supervisor of the existence of a disability which the employee believes needs to be accommodated so that he or she will have equal employment opportunities in the workplace. The City will attempt to work with the employee to determine if the employee's disability can be reasonably accommodated. Employees also should advise their Department Head, the Chief Administrative Officer or Assistant Chief Administrative Officer of any facilities which they believe need to be made accessible and usable by individuals with disabilities. In addition, the employee may contact his or her Supervisor, Department Head, Chief Administrative Officer or Assistant Chief Administrative Officer if he or she believes that he or she has been discriminated against by reason of a disability. Any complaint of disability discrimination shall be investigated and treated in a confidential manner to the extent reasonable. If the investigation leads to a determination that the charges are true, corrective action will be taken immediately.

### **ARTICLE XVIII - SAFETY POLICY**

#### **SECTION 1. STATEMENT OF POLICY AND OBJECTIVE**

It is the policy of the City of Kirkwood to vigorously support an all-encompassing safety and property protection program. The City of Kirkwood maintains that its residents and employees are its most important asset. Therefore, their safety is our greatest concern and responsibility. In all assignments, the health and safety of all shall have the utmost consideration. Department heads and supervisory personnel at all levels of the municipal work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations. Effective loss prevention is an integral part of management procedures designed to fully utilize municipal capital and personnel.

The Safety Procedures Manual is a supplement and extension of the City Safety Policy. It is a working document that provides the means of implementing the goal of a safe workplace and is to be used in conjunction with applicable codes and regulations.

Every employee is charged with the responsibility of supporting and cooperating with the City's Safety Manager and safety and property protection procedures. All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it. Safety adherence and performance will be considered as an important measure of supervisory and employee performance evaluation.

#### **SECTION 2. RESPONSIBILITIES**

##### **Chief Administrative Officer**

The Chief Administrative Officer has the overall responsibility for formulating, implementing, and administrating the safety and property protection program of the City of Kirkwood.



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### **Assistant Chief Administrative Officer**

The Assistant Chief Administrative Officer will provide direction and guidance to the Safety Manager and advise the Chief Administrative Officer on the processes put in place and any barriers to success.

### **Safety Manager**

The Safety Manager's responsibility is that of providing and following a well balanced safety and property protection program to guide the City in its safety and property protection efforts. He or she will serve as the Assistant Chief Administrative Officer's consultant, analyst, organizer and coordinator, and report on the adequacy of the total safety and property protection program.

### **City of Kirkwood Safety Committee**

The City of Kirkwood Safety Committee will function as an administrative body to develop recommendations on matters of policy and procedure affecting the administration of the City's safety and property protection program. Membership shall consist of an employee from each department or division. These employees serve as a direct link between the Safety Committee and their own departments. Their responsibilities are provided in detail in the Safety Manual.

### **Department Heads**

Each Department Head has the authority and responsibility for maintaining a safe and healthful working condition within his or her jurisdiction. Each department is responsible for: providing the type of work environment, work procedures, and service to the public that will promote, to the highest extent possible, the safety of all employees and the general public; communicating information about safety in a manner readily understandable by all workers; and encouraging workers to inform managers of workplace hazards without fear of reprisal.

### **Supervisory Personnel**

Each Supervisor has the responsibility for the safe actions of his or her employees and the safe performance of machines and equipment within his or her operating area. The full potential of a safety and property protection program can only be realized when Supervisors accept and carry out their responsibilities on a day-to-day basis in all phases of the program.

Supervisors are responsible for making certain that there is an immediate investigation into any Preventable Accident, defined herein. A Preventable Accident is defined as any injury or accident involving a City vehicle or equipment, whether being used for City or personal use, that results in property damage and/or personal injury, and in which the employee in question failed to exercise every reasonable precaution to prevent the injury or accident. Each Supervisor must report all information regarding a Preventable Accident to the Safety Manager, which will then be reviewed for appropriate action pursuant to the Safety Discipline Policy below. Each Supervisor shall also be responsible to issue discipline to an employee who violates any safety policy, rule or regulation, other than discipline to be issued in the event of a Preventable Accident. Ensuring a safe workplace within the City is the responsibility of all Department Heads, Supervisors and employees, all of whom shall be held accountable to fulfill their obligations to provide the safest working environment feasible within the City.

### **Employees and Safety Discipline Policy**

Every employee is required, as a condition of employment, to develop and exercise safe work practices in the course of his or her work to prevent injuries to themselves, fellow workers, and damage to property and to report any incidents or injuries to their Supervisor immediately.

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All employees that operate City vehicles or equipment shall be subject to appropriate disciplinary action in the event of a Preventable Accident. A Preventable Accident determination will be made by the Safety Committee, taking into consideration the information contained in any Missouri Uniform Crash Report (Section 7d) conducted by the accident and investigation and any reviewing police officers. In the absence of any completion of a Missouri Uniform Crash Report, the Safety Committee shall make a determination as to whether a Preventable Accident has occurred.

If a Preventable Accident occurs, the employee responsible will at a minimum not qualify for the safety bonus for that year (if otherwise applicable) and be issued appropriate disciplinary action for the incident.

It will be the responsibility of the Department Head to issue appropriate discipline following a Preventable Accident in consultation with the Human Resources Manager.

If any subsequent Preventable Accident occurs within any 24 month period, the employee will be subject to further disciplinary action, which may include suspension without pay, demotion or employment termination, taking into consideration any aggravating circumstances as described below. The discipline for any such subsequent Preventable Accident shall be the responsibility of the Department Head in consultation with the City's Human Resources Manager, taking into consideration all applicable provisions of the City's Personnel Rules and Regulations.

Aggravating circumstances to be reviewed shall include, but not be limited to: the severity of injury or vehicular or other property damage; level of negligence or willful disregard of safety procedures or policy on the part of the employee; refusal to follow established traffic laws, safety rules or regulations; failure to pass a drug/alcohol screening; and any prior incidents of one or more Preventable Accident and any prior disciplinary action in the personnel file of the employee.

Any violation of a safety policy, rule or regulation shall also be subject to disciplinary action even if there is no Preventable Accident. Generally, a written warning should be issued to any employee for the first violation of any safety policy, rule or regulation which does not result in a Preventable Accident or any damage to property or person. Any safety violation thereafter shall result in more severe disciplinary action, including the possibility of employment termination.

### SECTION 3. ENVIRONMENTAL CONTROL

Supervisors shall determine the designation and use of appropriate personal protective equipment through consideration of environmental factors, the task, and the individual employee. In order that safety devices or safeguards be acceptable as to proper type, design, strength and quality, they shall be at least equivalent to those complying with The American National Standards Institute (ANSI), Bureau of Standards, or other recognized authorities, where applicable. Detailed specifications for the design, purpose, and purchase of all protective equipment shall be the responsibility of the authorized department in conjunction with the Safety Manager.

The employee shall be responsible for the proper use of specialized equipment provided by the City for his or her safety. In addition, any employee-owned personal protective equipment must also comply with the standards and be maintained in a safe, sanitary condition at all times and available for inspection by the Supervisor.

When the use of personal protective equipment has been specified for hazardous work, its use shall be mandatory. Seat belts must be in use at all times. Supervisors shall be held accountable for training their employees in the proper use and wearing of the equipment when required, and the appropriate documentation of all training.

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### **Proper Dress**

Each employee shall wear clothing suitable for the job he or she is performing at all times. Suitable clothing means clothing that will minimize the possibility of damage from moving machinery, hot or injurious substances, or other harmful agents. Proper dress standards shall be governed by the discretion of the Department Head or Supervisor.

### SECTION 4. FLEET SAFETY

#### **Driver Training**

All drivers shall receive training on good driving practices, proper care and adherence to maintenance schedules, good maintenance records, and prompt repair – all of which will aid in the safety of both driver and pedestrians. Each Department Head, in conjunction with the Safety Manager, shall determine the exact nature of the training, which may include the use of safety meetings, seminars, and defensive driving courses, with refresher courses as needed.

### **ARTICLE XIX - WORKPLACE VIOLENCE POLICY**

#### **Overview:**

The City of Kirkwood is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at the City. In this connection, it is the policy of the City to expressly prohibit any acts or threats of violence by any City employee against any other employee in or about the City's facilities or elsewhere at any time. The City also will not condone any acts or threats of violence against the City's employees, customers or visitors on the City's premises at any time or while they are engaged in business with or on behalf of the City, on or off the City's premises.

#### **Objectives:**

In keeping with the spirit and intent of this policy, it is the stated commitment of the City of Kirkwood:

1. To provide a safe and healthful work environment;
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or uses any obscene, abusive or threatening language or gestures;
3. To take appropriate action when dealing with customers, former employees or visitors to the City's property who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law. The City intends to use all reasonable legal, managerial, administrative and disciplinary procedures to secure the workplace from violence and to reasonably protect employees from harm;
4. To prohibit employees, former employees, customers and visitors from bringing unauthorized firearms or other weapons onto the City's premises; and
5. To establish a procedure for reporting a complaint of workplace violence and investigating any complaint of workplace violence.

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### **Description of Workplace Violence:**

Workplace violence in this policy shall include but not be limited to an act or behavior that:

1. Is physically assaultive;
2. A reasonable person would perceive as obsessively or irrationally directed and reasonably likely to result in harm or threat to persons or property, such as conduct intensely focused because of a grudge, grievance or romantic interest in another person;
3. Consists of a communicated or reasonably perceived threat to harm another individual or to destroy property;
4. A reasonable person would perceive as menacing or which would be reasonably interpreted as carrying potential for physical harm to an individual; and
5. Involves carrying or displaying weapons, destroying property or throwing objects in a manner reasonably perceived to be threatening.

### **Reporting Workplace Violence:**

Any employee who feels he or she has been subjected to workplace violence should immediately contact one or more of the persons below with whom the employee feels the most comfortable.

1. The employee's Department Head.
2. The Human Resources Manager.
3. The Assistant Chief Administrative Officer.
4. The Chief Administrative Officer.

The employee should be prepared to provide the following information:

1. Your name, department and position title.
2. The name of the person(s) committing the alleged violence (including department, if an employee of the City).
3. The specific nature of the alleged violence and specific date and time of any and all incidents.
4. All witnesses to any incidents.

The City will not condone any form of retaliation against any employee for making a report under this policy.

### **Investigation of Workplace Violence Complaint:**

The Human Resources Manager is the person designated by the City to be the investigator of any complaint of workplace violence. The Assistant to the Chief Administrative Officer may also investigate any complaint of workplace violence. If any complaint is directed against the Human Resources Manager, the

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Chief Administrative Officer shall investigate the complaint or determine an appropriate delegate to investigate the complaint.

All complaints of workplace violence shall be investigated promptly. If it is determined that the complaint is valid, appropriate action shall be taken. If the complaint is against an employee, disciplinary action shall be consistent with the nature and severity of the offense. The disciplinary action may include demotion, suspension, dismissal, warning, placement on probationary status and may also include mandatory referral to the City's EAP program. In the event of any complaint against the Chief Administrative Officer or City Clerk in which the Human Resources Manager recommends disciplinary action, a recommended disciplinary action and report of the complaint of workplace violence and summary of the investigation of the complaint shall be forwarded to the Mayor and City Council for their review and determination of appropriate action to be taken against the Chief Administrative Officer or City Clerk.

### **Obligations of Employees:**

Employees shall report all instances of workplace violence in a timely manner.

Employees are obligated to cooperate in any investigation of a complaint of workplace violence, including but not necessarily limited to, coming forward with evidence, both favorable and unfavorable to a person accused of violence, and by fully and truthfully making a written report or verbally answering questions when required to do so during an investigation of a workplace violence complaint.

Disciplinary action shall be taken against any employee who fails or refuses to cooperate in an investigation of alleged workplace violence, or who intentionally files a false complaint of workplace violence.

## **ARTICLE XX - POLICY AGAINST SUBSTANCE ABUSE**

### **A. PROVISIONS APPLICABLE TO ALL EMPLOYEES AND APPLICANTS**

#### **Purpose**

It is the policy of the City of Kirkwood, Missouri to maintain a safe, healthy, and productive work environment for all employees and the City's residents. To that end, the City will act to eliminate any use, possession, concealment, sale, or distribution of illegal or unauthorized drugs and alcoholic beverages which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or tends to undermine public confidence in the City's workforce. Generally, any substance which may affect the employee's senses, motor functions, or alter the individual's perception while working falls within this policy. This prohibition applies during working hours and non-working hours if the off-duty use impacts job performance.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of management and employees. All employees covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination. Applicants in violation of this policy will not be hired.

In recognition of the serious duty entrusted to employees of the City and with the knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the following policy against drugs and alcohol is hereby adopted by the City of Kirkwood.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

### Policy

The use, possession, concealment, sale, or distribution of unauthorized drug or alcohol is absolutely prohibited. It is City policy that employees shall not: report to work with any detectable amount of an unauthorized drug or alcohol or be under the influence of alcohol or drugs; have the odor of alcohol or drugs on their breath during a regularly scheduled shift; possess drugs or alcohol on their person or property under their control, while on duty or on compensated standby time; sell or provide drugs or alcohol to any other employees or to any person while such employee is on duty; test positive for unauthorized drugs or alcohol; or work impaired as a result of the use of alcohol or drugs.

The use of any unauthorized drug by an employee where a state or other country considers such drug use lawful (such as a state in which either medical or recreational marijuana use is considered lawful, specifically including but not limited to the State of Missouri) does not excuse any violation of this policy.

The use of medically prescribed medications and drugs which are lawful under both federal and Missouri law is not per se a violation of this policy. However, failure by the employee to notify his or her Supervisor, before beginning work, when taking medication or drugs which may interfere with the safe and effective performance of duties or operation of City equipment may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication or drugs, clearance from a qualified physician may be required.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Telephone numbers for the EAP are listed on posters in the workplace, on periodic payroll stuffers, and in the employee newsletter. Medical insurance coverage for drug and alcohol treatment is also included in the medical plan offered by the City. Employees wishing to obtain more information on any of these benefits should contact the Personnel Department, the City's health insurance carrier, or the Employee Assistance Program.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains joint control with the employee or full control. All City vehicles are subject to search by appropriate management personnel. Warrants will be obtained should it become necessary to search areas beyond the City's immediate control.

Violations of this policy will be grounds for disciplinary action, up to and including discharge. Refusal to submit immediately to an alcohol and/or drug analysis when requested by management pursuant to provisions of this substance abuse policy will result in termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work. The employee shall be instructed to wait for a reasonable time until an authorized City representative can transport the employee from the work site.

### Application

- A. Personnel
  - 1. All employees and applicants who are selected for positions with the City of Kirkwood.
- B. Substances
  - 1. Alcohol;

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2. Illegal or unauthorized drugs or any other substances which may impair an employee's ability to effectively perform the functions of the job or as otherwise described elsewhere in this substance abuse policy.

### Employee Responsibilities

An employee must:

- A. not report to work or be subject to duty while having any detectable prohibited drug or alcohol in his or her system or report to work or be subject to duty while his or her ability to perform any job duties is or has been impaired due to alcohol or drug use, on or off duty;
- B. not possess or use, or have the odor of alcohol or drugs on his or her breath during work hours, on breaks, during meal periods, while on City property in an official capacity, or while operating any City vehicle;
- C. not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty or "on call";
- D. consent to and submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a Department Head or his or her designee;
- E. notify his or her Supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of job duties or operation of City equipment; and
- F. provide within twenty-four (24) hours of request a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.
- G. notify the Assistant Chief Administrative Officer in writing of any criminal drug statute or ordinances conviction or suspended imposition of sentence for a violation occurring in the workplace no later than five (5) calendar days after such conviction or suspended imposition of sentence.

### Management Responsibilities and Guidelines

- A. Managers and Supervisors are responsible for consistent enforcement of this policy. Any Supervisor who knowingly permits a violation of this policy by employees under his or her direct supervision shall be subject to disciplinary action.
- B. Managers and Supervisors may request that an employee submit to a drug and/or alcohol analysis when a Manager or Supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol or is otherwise in violation of any provision of this Policy. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his or her job safely is reduced or that the employee is otherwise in violation of any provision of this Policy. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

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1. Slurred speech;
2. Alcohol on breath;
3. Inability to walk a straight line;
4. An accident involving City property;
5. An accident that results in the injury of a person;
6. Physical altercation;
7. Verbal altercation;
8. Behavior which is so unusual that it warrants summoning a Supervisor or anyone else with authority;
9. Use or possession of alcohol or drugs;
10. Information on use or possession of alcohol or drugs provided either by a reliable and credible source or independently corroborated;
11. Arrest or conviction for a substance abuse offense or being the subject of a criminal investigation into illegal drug possession, use, or trafficking;
12. Evidence that the employee has previously tampered with a previous drug test.

This list is not intended to be all inclusive of conduct which constitutes reasonable suspicion.

- C. Drug/alcohol tests shall be required for employees whenever there is a pattern of on-duty accidents, an accident resulting in property damage or any on the job injury.
- D. Any Supervisor who has reasonable suspicion that an employee is impaired on the job by alcohol or other substance or is otherwise in violation of any term of this Policy will, with the approval of the Department Head, immediately arrange for a substance screening through the Personnel Department. If a screening is required after normal business hours, the Supervisor will make direct contact with the facility that has been designated to perform screenings for the City. The following procedures shall be followed:
1. The Supervisor should document in writing the facts constituting reasonable suspicion that the employee in question is impaired on the job by alcohol or other substance or is otherwise in violation of any term of this Policy.
  2. Any Supervisor requesting an employee to submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the City's designated facility where a drug and/or alcohol analysis will be performed.
  3. Any Supervisor encountering an employee who refuses to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and consequences of this policy. Such continued refusal will constitute grounds for termination.
  4. Supervisors shall not physically search employees.
  5. Supervisors shall notify the Police Department when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.
  6. Supervisors shall not confiscate, without consent, prescription drugs or medications from an employee.
- E. Results of Drug and/or Alcohol Analysis
1. Upon a negative result, the employee shall return to work.
  2. If the test result is positive, the employee will then be given the opportunity, at the employee's expense, to have an additional test performed on the retained specimen. If the additional test shows a negative result, it will be assumed that the individual is not in



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violation of this Policy, and the employee shall return to work. If negative, the City will reimburse the employee for the expense of the additional screen.

3. If all tests indicate a positive result, the employee's Department Head shall have the authority to determine appropriate discipline including termination, subject to the review or approval by the City's Chief Administrative Officer or his or her authorized administrative officer. A single offense may result in immediate termination of employment.

### Pre-Employment Substance Screening and Procedure

- A. Prospective employees will be screened for a range of chemical substances. Any employment offer is conditional on a negative substance screening. Refusal to consent to and participate in such testing will automatically disqualify the applicant from further hiring considerations.
- B. The drug screen may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his or her job. The type(s) of screening and the levels of substances which constitute a positive screen will be determined administratively after consultation with the City's medical services provider(s).
- C. An applicant whose initial substance screen shows a positive result will be given the opportunity, at the applicant's expense, to have an additional screen performed on the retained specimen. If the additional screen of the same sample shows a negative result, the individual will not be disqualified from City employment on account of the previous substance screen. If the additional screen of the same sample confirms the positive test result, the applicant will be disqualified from consideration for City employment for twelve months.

### Severability

The provisions of this policy are severable and, if any of its provisions shall be held unconstitutional or otherwise invalid by any competent jurisdiction, the decision of such court shall not affect any of the remaining provisions.

### **B. ADDITIONAL PROVISIONS APPLICABLE TO EMPLOYEES IN SAFETY SENSITIVE POSITIONS**

All City employees who hold a Commercial Driver's License (CDL) or are otherwise employed in safety sensitive positions with the City, specifically including but not limited to bargaining unit employees of the City Police Department, City's Fire Department and City's Electric Department, and all supervisory and management employees of such City Departments, shall be subject to the substance abuse testing provisions set forth in this Section B below, regardless of whether such employees hold a CDL. All City employees who hold a CDL are also subject to the rules established under the guidelines of the Federal Motor Carrier Safety Administration (FMCSA). For avoidance of doubt, all employees engaged in safety sensitive employment positions with the City shall be subject to the substance abuse testing and procedures described below regardless of whether such safety sensitive employment position requires the employee to hold a CDL or whether the employee is a "driver" with the City. A summary of such rules, policies and procedures is as follows:

### Employees Covered

All employees of the City who hold Commercial Driver's Licenses (CDL) and all applicants for positions with assigned duties that require a CDL are covered by the FMCSA rules and regulations.

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### Prohibited Alcohol and Substance Abuse Related Conduct

Employees required to have a CDL for their position are subject to the following prohibitions in addition to those defined elsewhere in the City's Substance Abuse Policy:

No driver shall report to duty or remain on duty with a blood alcohol concentration of 0.02% or greater.

No driver shall possess or use alcohol, including any medication with an alcohol component, while on duty or while operating a commercial motor vehicle;

No driver shall be allowed to drive within four hours of using alcohol;

A driver involved in an accident that requires an alcohol test may not use any alcohol until after the test is completed or eight hours has elapsed;

No driver shall refuse to submit to any required drug or alcohol test required by post-accident, random, reasonable suspicion or follow-up testing requirements as defined below.

No driver shall report for duty or remain on duty when using any controlled substances except those a physician has advised that the driver may use which will not adversely affect the driver's performance.

### Drug/Alcohol Tests Required by This Policy

The City is required to administer the following types of tests for persons operating commercial motor vehicles:

**Pre-employment<sup>1</sup> testing for drugs.** Offers of employment are made contingent on successfully passing drug screening tests.

**Post-accident testing.** Drivers will be given drug and alcohol tests within two hours of an accident involving property damage or bodily injury or an accident when the driver is cited for a moving traffic violation. In cases of post-accident testing, the employee will be transported to a medical facility or the City will request and conduct a breath test at the worksite.

**Random testing.** Drivers must participate in random drug and alcohol test pools. The random test rate of the alcohol testing pool and drug testing pool shall be determined annually in accordance with the current random drug testing and random alcohol testing percentage rates established under the guidelines of the FMCSA. The tests will be spread throughout the calendar year. Random selection means that an individual commercial driver may be selected for alcohol and/or drug testing several times in one calendar year, or not at all.

**Reasonable suspicion testing.** Drivers are subject to drug and/or alcohol testing at any time during, immediately prior to, or immediately after the driver's assigned working

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<sup>1</sup> Includes testing when a current employee who is not required to hold a CDL transfers into a position requiring the operation of a commercial motor vehicle.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

hours, when based upon reasonable suspicion as defined in this policy. In cases of reasonable suspicion testing, the employee will be transported to a medical facility or the City will request and conduct a breath test at the worksite.

**Return to duty and follow-up testing.** Before a worker who has violated the prohibited conduct of this policy may return to work, he or she must take and pass drug and/or alcohol tests. Follow-up tests are to be given at least 6 times within the first year after the employee returns to duty following completion of a rehabilitation program.

**Additional tests for law enforcement officers.** In addition to any other instances set forth above in this Policy, on-duty law enforcement officers will be subject to drug/alcohol tests (1) when an officer's use of force results in serious physical injury or death of any person or (2) when a firearm is discharged by an on-duty police officer, except when humanely killing an injured animal or during a sanctioned Police Department activity, such as range qualification.

### Testing Procedures

Drug and alcohol testing procedures shall conform to those required by federal regulations governing the drug and alcohol testing mandated by the Department of Transportation. All drug tests shall be done by a National Institute on Drug Abuse (NIDA) certified laboratory.

**Specimen Collection.** The Personnel Department will instruct job applicants to report to the testing site. Current employees will be instructed by the Department Head where and when to report for drug and/or alcohol testing. In cases of post-accident or reasonable suspicion testing, the employee will be transported to a medical facility or the City will request and conduct a breath test at the worksite.

The procedure for collecting urine specimens will be designed to ensure the integrity and identity of the urine specimen that is produced. The procedure will also allow for individual privacy, provided, however, the City and employees shall abide by all current DOT Rules or Regulations, which provide additional safeguards against efforts of employees to cheat on substance abuse testing, including a required collection of urine under direct observation for certain return-to-duty and follow-up tests. Breath alcohol testing will follow federal procedures to ensure accuracy, reliability and confidentiality.

If testing under this policy is ever required of an employee who is in need of medical attention, necessary medical attention will not be delayed in order to collect the test specimen. However, such an employee shall promptly, upon request from the City, provide the necessary authorization for obtaining hospital reports and records and any other information at the time the need for medical attention and/or testing arose.

**Nature of Tests.** Drug testing. Drug testing will be performed on urine samples. The initial test will be done by the Enzyme Immunochemical Assay Method (EMIT) or a similarly approved testing method. All specimens identified as a positive test on the initial test will be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) techniques. A specimen will be treated as negative if the result of the initial test or the confirmatory test is negative. All urine samples will be split samples so that if the original specimen test is positive the employee may request the retained sample be tested. This request must be received by the MRO in writing within 72 hours of employee's notice of a positive result. The split sample will be tested at the employee's expense. If the second

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test is negative, the test will be deemed to be negative and the cost of the test for the split sample will be paid for by the City or reimbursed to the employee if already paid by the employee. Job applicants do not have the right to split samples.

**Alcohol Testing.** Alcohol testing will be done by using Evidential Breath Testing Devices (EBT) approved by the National Highway Traffic Safety Administration. Two breath tests are required to determine if a person has a prohibited alcohol concentration. Breath Alcohol testing requires the individual to provide a breath sample. Should the initial breath sample have a result of 0.02% blood alcohol content or greater, a confirmation test will be conducted within twenty (20) minutes using an EBT that prints out the results, date, and time, a sequential number, and the name and serial number of the EBT to ensure reliability of the results. A positive test will be reported to the City of Kirkwood only if the initial and confirmatory tests measure a blood alcohol concentration at or above 0.02% by weight.

**Refusal to Test.** All employees covered by this policy are required to submit to the alcohol or drug tests as provided herein. If an employee refuses to be tested or alters or attempts to alter the test sample, such actions shall be treated as a positive test in addition to being a violation of this policy. Such a refusal is grounds for immediate termination.

### Test Results

**Drug Tests.** The Medical Review Officer (MRO) will review positive drug test results with the employee before they are reported to the City to determine if there is a legitimate medical explanation to account for the laboratory results. The Medical Review Officer will report to the City whether an employee's drug test was positive or negative. If positive, the substance(s) for which the test was positive will be identified. The Medical Review Officer may advise the City of a positive test result without having communicated with the tested employee about the test results if the employee expressly declines the opportunity to discuss the results of the test, or if the employee cannot be reached after reasonable effort by the Medical Review Officer.

Following a positive test result, the employee will be removed from his or her safety sensitive function until, at a minimum, the employee undergoes evaluation and, when necessary, rehabilitation; after a Substance Abuse Professional (SAP) determines that the employee has successfully complied with any required rehabilitation; and after the employee takes a return-to-duty test with a verified negative test result.

If the Medical Review Officer determines there is a legitimate medical explanation for the positive test result, the Medical Review Officer will report the test result to the City as negative.

**Alcohol Tests.** If an alcohol breath test results in a reading of 0.02 - 0.039% blood alcohol content, the individual shall not return to duty but shall be taken off-duty and not returned to work for at least twenty-four (24) hours. If an alcohol breath test results in a reading of 0.04% blood alcohol content or greater, in addition to the above, the employee must meet with a Substance Abuse Professional (SAP). The SAP will determine what assistance, if any, the employee needs in resolving problems associated with alcohol use and when the employee may return to work. Provided, however, nothing contained in this paragraph shall in any way limit the right of the City to take disciplinary action as it deems appropriate for any positive alcohol (or drug) test, including immediate termination of employment.

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**Confidentiality.** The results of any positive test shall be kept confidential from the general City work force and public. The results may be known to the employee, test facility, the Medical Review Officer and Substance Abuse Professional and those Department Heads necessary. The City may use the results to determine the appropriate response to employee drug and/or alcohol use and to support its disciplinary or other actions or to defend the City in a Court or Administrative Hearing.

The Medical Review Officer, Substance Abuse Professional and the City shall not release the individual test results of any employee to any unauthorized party without first obtaining written authorization from the tested individual.

### **Actions Taken in Response to Test Results: Refusal to be Tested**

**Refusal/What Constitutes Refusal.** An employee who refuses to be tested will be treated as having had a positive test. Failure to report to a collection site on a timely basis, sign any required consent form or otherwise fail to fully cooperate with the testing procedure shall be treated as a refusal to be tested. Employees refusing to be tested shall be subject to immediate termination.

**Positive Drug Test.** An employee whose drug test result is reported to the City as positive shall be immediately referred to a Substance Abuse Professional for evaluation and may be subject to disciplinary action up to and including dismissal.

**Alcohol Test.** An employee whose breath test results in a reading of 0.02 - 0.039% blood alcohol content shall be removed from duty and not returned to work for at least twenty-four (24) hours, and all hours not worked shall be recorded as lost time. An employee who has a continuing pattern of breath test results between 0.02 - 0.039% blood alcohol content shall be referred to a Substance Abuse Professional for evaluation and may be subject to disciplinary action up to and including dismissal.

An employee whose breath test results in a reading of 0.04% blood alcohol content or greater shall be removed from duty and not returned to work for at least twenty-four (24) hours, and all hours not worked shall be recorded as lost time. Additionally, the employee shall be referred to a Substance Abuse Professional for evaluation and may be subject to disciplinary action up to and including dismissal.

Provided, however, nothing contained in this paragraph shall in any way limit the right of the City to take disciplinary action as it deems appropriate for any positive alcohol (or drug) test, including immediate termination of employment.

**Subsequent Positive Test(s).** An employee whose drug test result is reported to the City as positive or whose breath test result is 0.04% blood alcohol content or greater and who has previously had positive drug tests or previous breath tests with a result greater than 0.04% blood alcohol content or who has previously been referred to a rehabilitation program under the provisions of this Policy shall be subject to disciplinary action up to and including dismissal.

**Rehabilitation.** Failure to immediately begin an approved rehabilitation program, successfully complete the program and/or participate in required or recommended after-care may result in disciplinary action up to and including dismissal.

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**City's Right to Discipline.** Regardless of any provision of this Policy, the City has the right to take immediate disciplinary action for any violation of this Policy, including termination.

**Return To Work -- Conditions.** An employee who tests positive for illegal drug/alcohol use cannot return to work until he or she meets all of the following conditions:

Successfully completes a City approved rehabilitation program as directed by the Substance Abuse professional or as required by this Policy;

No further use of a controlled substance as indicated by a negative drug/alcohol test result at the time of release;

Obtains a full, written release and recommendation to return to duty from the treatment facility doctor and/or counselor;

Continues to participate in any program of after-care required by the rehabilitation facility doctor and/or counselor;

Agrees to be subject to post-rehabilitation unannounced follow-up testing as determined by the Substance Abuse Professional after consultation with the City, for twelve (12) months after reinstatement.

### **Department Heads (or Supervisors) have the following specific duties.**

Department Heads must produce drivers for post accident drug and alcohol testing within two hours of the accident or explain in writing why the driver was not produced. The driver may be given necessary medical treatment and if such treatment prevents normal drug or alcohol testing, the Supervisor shall immediately inform the City's Human Resources Manager.

Whenever drug or alcohol tests are required under this policy, Department Heads must produce the driver for those tests, and when current impairment is reasonably suspected, the Department Head shall not allow the employee to drive.

Observations supporting a Department Head's reasonable suspicion of drug or alcohol use must be made just before, during or just after the employee operates a commercial motor vehicle. These observations must be reduced to writing within 24 hours of the observation.

Whenever drug or alcohol tests are required by this policy and the employee is not tested within eight hours of notice of the need to test, the Department Head shall explain in writing why the test or tests were not performed.

**Review of Test Results.** The City will employ a Medical Review Officer (MRO) to review the drug test results. The MRO shall be a licensed physician with knowledge of drug abuse disorders.

**Return to Work; Drug Test.** In order to recommend return to work after a positive drug test, the MRO shall ensure the employee has subsequently tested drug free, been evaluated by a rehabilitation program counselor, and ensure the employee is in compliance with rehabilitation conditions.

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The MRO shall determine whether and when a return to duty recommendation shall be made for an employee who has failed a drug test or refused to be tested and shall determine the schedule for return to work drug testing.

Only the Medical Review Officer may review and interpret each positive drug test and after conferring with the employee, report the results to the City.

Substance Abuse Professional. The City will also employ a Substance Abuse Professional (SAP). The SAP shall be a licensed physician (M.D. or D.O.) or a licensed psychologist, social worker, employee assistance professional or an addiction counselor (certified by MHADACCC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

**Return to Work; Alcohol Test.** In order to recommend return to work after an alcohol test which indicates a blood alcohol content greater than 0.04%, the SAP must first evaluate the employee to determine whether the employee has an alcohol problem.

If it is determined by the SAP that an employee has an alcohol problem which requires assistance, the employee shall be subject to counseling, treatment and follow-up alcohol testing as directed by the SAP. Follow-up testing shall only occur just before, during or just after the employee operates a commercial motor vehicle.

Consequences. Besides the penalties set out by the City for violations of this policy, the following consequences are required by the FMCSA which was established within the Department of Transportation (DOT) on January 1, 2020 and formerly been a part of the Federal Highway Administration (FHA) rules:

No driver may drive if they have used a listed drug<sup>2</sup>, and no driver may drive within four hours of using alcohol or at any time when an alcohol test indicates an alcohol concentration of 0.04% or greater.

A driver violating these rules may not return to work until evaluated and released by a Substance Abuse Professional, and subsequently tested for alcohol and drugs with negative results.

A driver tested with an alcohol concentration greater than 0.02% and less than 0.04% may not drive or perform other safety sensitive functions for 24 hours after the test.

Federal Civil penalties for breach of the Federal rules range between \$1,000 to \$10,000 for each offense. Federal criminal penalties for violations of the Federal rules range between \$1 and \$25,000 for each offense or up to 1 year imprisonment for each offense.

Prior Testing Histories. All applicants for or seeking a transfer to a safety sensitive position shall be required to provide information on any prior testing as required by applicable federal law.

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<sup>2</sup> Marijuana (THC metabolite), Cocaine, Amphetamines, Opiates (including heroin) and Phencyclidine (PCP).

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### C. EMPLOYEE DRUG/ALCOHOL EDUCATION (All Employees)

Each employee shall be given educational materials that explain the City policies. CDL drivers will receive this information before the implementation of the drug and alcohol testing program begins. All new employees shall receive this information upon being hired. Employees receiving this information shall sign a statement certifying they have received this information and this receipt shall be retained by the Personnel Department.

Employee Drug and Alcohol Educational materials shall have at least the following content:

- a. The identity of the person(s) designated to answer employee questions about the City's rules and testing programs.
- b. Information explaining the effects of alcohol and drugs on health, work and personal life, the symptoms of alcohol or drug problems and available methods of intervention including confrontation, referral to EAP and discipline.
- c. Information explaining when CDL drivers are subject to Federal Drug and Alcohol testing rules.
- d. Explanations of employee conduct which is prohibited by these Personnel Rules and Regulations and the circumstances under which an employee will be tested.
- e. The drug and alcohol test procedures.
- f. An explanation of when testing is required by Federal rules.
- g. An explanation of what constitutes a refusal to test.
- h. An explanation of the consequences of violations of these Personnel Rules and Regulations.
- i. An explanation of the consequences of having an alcohol concentration greater than 0.02% but less than 0.04%.

Supervisors shall receive, in addition to the general employee information, training in alcohol misuse and training in drug use. The training shall cover physical, behavioral, speech and performance indicators of drug use and alcohol use and may also cover the physiologic and psychological aspects of addiction, how to detect and document early deterioration of job performance, the issues of drug testing and prevention and educational strategies, including how to implement them.

### D. FMCSA DRUG AND ALCOHOL CLEARINGHOUSE PROVISIONS

#### 1. General Information

Effective January 6, 2020 FMCSA Regulations establishing a database that will contain information about violations of DOT/FMCSA Drug and Alcohol programs for holders of CDL's went into effect. This database is called the Commercial Driver's License (CDL) Drug and Alcohol



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Clearinghouse. Under these Regulations, the City, the MRO and SAP's are required to report violations of DOT Drug and Alcohol testing regulations by applicants and Employees.

### 2. Clearinghouse Searches

The City is required to conduct a search or "query" of the Clearinghouse for all applicants and on an annual basis for all current Employees. As a condition to be considered for employment (applicants) or in order to continue to be employed (Employees), applicants and Employees must provide the necessary consent, including electronic consent when applicable, to allow for the City to conduct the query.

### 3. Personal Information to be Reported by City to the Clearinghouse

Applicants and Employees should be aware that the City is required to collect, maintain and report information to the Clearinghouse as to the following:

- A verified positive, adulterated, or substituted Drug test result;
- An Alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any Drug or Alcohol test;
- The City's actual knowledge, as defined in 49 CFR §382.107, of
  - On duty Alcohol use pursuant to §382.205;
  - Pre-duty Alcohol use pursuant to §382.207;
  - Alcohol use following an accident pursuant to §382.209; and
  - Controlled Substance use pursuant to §382.213.
- A Substance Abuse professional's report of the successful completion of the Return-to-Duty process;
- A negative Return-to-Duty test; and
- The City's report of completion of Follow-Up testing.

## **ARTICLE XXI - TRAVEL POLICY**

### PURPOSE

To establish a uniform policy for reimbursing City employees for travel and related expenses incurred while conducting City business.

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### TERMS

“Expenses” shall refer only to expenses actually and necessarily incurred in the performance of the official business of the City.

“Employee” shall include all persons employed by the City and all elected and appointed officials of the City.

### RESPONSIBILITIES

The Assistant Chief Administrative Officer shall be responsible for promulgating any further Personnel Rules and Regulations regarding the Travel Policy. Further, the Assistant Chief Administrative Officer shall provide all departments with uniform travel and expense forms.

Any employee incurring any expense as defined herein and seeking reimbursement of same shall submit to the Director of Finance a voucher of such expenses which has been certified as being true and accurate. The Director of Finance shall then review such expense vouchers and shall reimburse the employee only for those expenses which have been properly incurred.

Each Department Head is also responsible for ensuring that expenses incurred for travel and other activities by employees under his or her supervision are essential to their functions and expenses are reasonable and justified. In order to maintain cost control, the Department Head shall:

1. Approve in advance each proposed trip or activity.
2. Obtain the approval of the Chief Administrative Officer for all out-of-town travel and training.
3. Review and approve all expenses reported for reimbursement in accordance with the specific provisions outlined below.
4. Review and evaluate these expenses as a guide for future authorization.

The City reserves the right to perform an in-depth audit of any expenses submitted by an employee for reimbursement. The Finance Department has the responsibility for performing such audits from time to time. Any findings of misrepresentation will be forwarded to the Department Head for appropriate action. It is the responsibility of the Director of Finance or his or her designee to:

1. Ensure full compliance by all departments with the procedures set forth in this policy.
2. Have all expense reports reviewed for mathematical accuracy, required receipts, and authorized approval.
3. Review reported expenses for reasonableness and to make inquiries as deemed appropriate.
4. Return all expense reports that are not in compliance with this policy or that require additional substantiation to the responsible Department Head for appropriate action/response.

Employees are required to submit expense reports within ten (10) days of the completion of any business trip or activity.

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### TRANSPORTATION

Selection of the mode of transportation should be based on the distance, costs, time involved, and the purpose of the trip. Whenever the airfare (coach or economy) would be less than the mileage reimbursement for use of a personal vehicle, air transportation must be used. Air transportation expenses must be supported by documentation which reflects the destination, dates of travel, and cost.

On occasion, the employee may wish to drive a vehicle to his or her destination. The City has City owned vehicles that may be used, or an employee may take advantage of an agreement the City has with a rental car company. If the employee wishes to use his or her personal vehicle in lieu of air transportation, City vehicle or rental vehicle, the employee will only receive the “cash equivalent” for use of his or her personal vehicle; the “cash equivalent” will be based on the lowest cost of either the lowest airfare in effect 30 days prior to the employee’s departure date, or the cost of the rental vehicle for the number of days the employee is involved on City business. Generally, a rental vehicle will be cheaper than mileage reimbursement for any trip involving more than 70 miles of travel per day. If the employee elects to use his or her personal vehicle or a rental vehicle when air transportation is more cost effective, driving time will be the responsibility of the employee (i.e. vacation time).

The use of buses, limousines, or taxis should be governed by the local ground transportation available between the airport and the hotel/motel and the most economical cost and/or availability; receipts should be obtained for these charges. Tips for taxi drivers, baggage handlers, etc. should be reported separately.

### LODGING

It is expected that all employees will endeavor to return to their permanent residence as soon as possible after the conclusion of the conference, business meeting, or other purposes of the trip. On one-day trips or at the conclusion of an extended trip, lodging will be reimbursed only in connection with travel which would preclude the employee from arriving home before 10 p.m.

The City expects its employees to stay in a hotel/motel which is reasonably close and convenient to the place where the conference, business meeting, or seminar is held and that such accommodations will be modestly priced for the local market. To the extent possible, lodging costs should be paid directly to the vendor by using a City procurement card. Lodging costs will be based at the “one person, one bed” rate. Receipts for lodging costs must be submitted to substantiate the cost.

### MEALS

The cost of all meals while away on City business will be reimbursed. In most situations, the maximum daily cost should not exceed \$65.00. It is expected that employees will exercise good judgment when dining and such meals should generally meet the same standards as if the employee were bearing the cost. All meal costs must be supported by receipts.

On all travel beyond the local area (i.e., greater than a 50-mile radius from Kirkwood) reimbursement will be made on meals on the following basis:

1. When travel commences before 7:00 a.m., breakfast will be reimbursed.
2. When travel extends over the period 12 noon to 1:30 p.m., lunch will be reimbursed.
3. When travel extends after 6:00 p.m., dinner will be reimbursed.

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No reimbursement will be made for meals which are provided in conjunction with air transportation or which are included in the conference/meeting cost.

The cost of snacks, beverages, etc. are not eligible for reimbursement.

As deemed appropriate by the Department Head, meal costs for local training may be eligible for reimbursement. The appropriateness and reasonableness of the expense will be reviewed by the Director of Finance.

### REGISTRATION COSTS

Conference registration costs will be paid directly to the sponsoring institution; the request for payment submitted to the Finance Department should include a copy of the completed registration form.

### TRAVEL ADVANCES

Travel advances should be limited to those items which cannot be pre-paid, such as meal costs and transportation costs, and for projected expenses which would pose a financial burden on the employee. Requests for travel advances must be submitted to the Finance Department at least two weeks prior to the employee's departure date. The Director of Finance may then advance payment of projected expenses if the projected expenses to be incurred by particular employees would pose a financial burden on such employees. If such advance is authorized, then the voucher for the expenses actually and necessarily incurred and the balance of the advance remaining after the expenditures shall be submitted to the Director of Finance within ten (10) days after such expenses are actually incurred.

### COMMUNICATION CHARGES

All telephone, internet and postage costs incurred during the travel which are necessary for City purposes are reimbursable. The employee should use the most economical means of communication.

### PERSONAL ITEMS

No reimbursement will be made for miscellaneous reading material, shoe shines, or items relating to personal hygiene. The cost of handling any clothes or equipment carried by an employee for personal enjoyment or activities are not reimbursable. Repairs to personal briefcases and luggage will not be reimbursed unless damaged when being used on City business and when the employee is not repaid by the carrier responsible for the damage. A copy of the damage claim and a copy of the refusal to reimburse for such claim must be submitted.

### ARTICLE XXII - PERSONAL VEHICLE USE POLICY

Unless agreed to as a condition of employment, employees will not be required to use their personal vehicles to conduct City business. However, employees may voluntarily use their own personal vehicles for City business. In such instances, employees should keep track of mileage and apply for mileage reimbursement in an amount set by the Finance Director. Use of a personal vehicle for trips out of the Metropolitan St. Louis area or overnight will be governed by the City's Travel Policy.

It is the employee's responsibility to pay for gas, insurance and maintenance of his or her personal vehicle. It is further the employee's responsibility to disclose to his or her insurer the uses to which he or she chooses to put his or her vehicle which may affect his or her coverage. Except as may be provided specifically within any insurance policy maintained by the City, should an accident occur while on City business, the

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employee’s own vehicle insurance policy shall provide applicable coverage and the City will not be responsible for any insurance deductible or damages.

**ARTICLE XXIII - PERSONAL APPEARANCE AND BUSINESS CASUAL DRESS CODE**

Business casual dress attire may be permitted at the discretion of the Chief Administrative Officer. When business casual dress is permitted, the following shall apply:

*MEN*

*WOMEN*

**Acceptable Dress**

**Acceptable Dress**

Shirts – Polo or dress (shirts must have collar)  
Pants – Cotton slacks (Dockers, etc.), dress or polyester slacks  
Shoes – Closed type (loafers, deck shoes, etc.)  
Socks must be worn

Shirts – Polo, knit collarless  
Pants – Cotton slacks, culottes (no higher than knee length)  
Dresses – Denim dresses and jumpers  
Shoes – Loafers or similar shoes, sandals

*MEN*

*WOMEN*

**Unacceptable Dress**

**Unacceptable Dress**

Shirts – T-shirts or v-neck, tank tops  
Pants – Shorts, jeans  
Shoes – Athletic shoes, sandals (nothing open)

Shirts – Halter, tube tops, T-shirts, tank tops  
Pants – Shorts, jeans  
Skirts – Short skirts  
Dresses – Sun dresses, short dresses  
Shoes – Athletic, thongs

Casual dress does not apply to employees who typically wear uniforms or those who work in an outdoor environment necessitating non-office attire.

Clothing should not be excessively tight or loose fitting, but shall fit the individual reasonably well. Clothing shall not be revealing or suggestive. Clothing must appear neat, shall not have excessive wrinkles, wear, fading, stains, dirt, etc.

Certain lettering or logos on shirts may be allowed including “City of Kirkwood”, manufacturers’ logos, or other appropriate lettering of symbols. Inappropriate symbols, lettering, or advertisement of a local business is not acceptable.

Dress chosen by individual employees must be appropriate for that day’s activities (i.e., business meetings, etc.).

Unacceptable dress may include any attire which is political or be deemed reasonably offensive and/or inconsistent with the City’s Equal Employment Opportunity, Anti-Harassment and Non-Discrimination Policy. Disputes will be resolved by the Department Head. Any employee who reports to work in unacceptable dress will be sent home immediately to change and will not be paid for the absence.

The City expects all employees to maintain an appropriate personal appearance and follow reasonable grooming standards. Toward that end, employees shall maintain a professional and neat appearance with respect to their personal grooming including hair, uniform (as appropriate) and visible body parts. For all

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employees, tattoos that are visible to the public and deemed offensive, immoral or presenting an unprofessional appearance shall require the employee to cover said tattoo with a bandaging type material or a long sleeve shirt in accordance with any requirements of the Department Head. No visible and offensive facial or body piercing shall be permitted.

### **ARTICLE XXIV - EMPLOYEE PRIVATE PURCHASING**

No personal purchases shall be placed through the City's purchasing department for any reason. The City's name shall not be used by employees in making purchases in an attempt to avoid sales tax or discounts not otherwise available to the employee.

### **ARTICLE XXV - INCLEMENT WEATHER**

There is no provision for snow or other inclement weather leave and employees are expected to make it into work regardless of weather conditions or if in the opinion of the employee it is too dangerous to travel, a vacation day may be used. Generally, Department Heads are encouraged to grant considerable latitude as to tardiness caused by weather conditions.

As a general rule, City Hall never closes due to weather conditions. Should City Hall or any office of the City need to be closed because of extreme weather, heating failure or some other mechanical problem, employees would be notified either directly by a Supervisor or through the media.

### **ARTICLE XXVI - WIRELESS TELECOMMUNICATIONS USAGE POLICY**

The City may provide wireless telecommunications equipment to employees who as part of their employment have a regular and continuing business need for its use. Such wireless telecommunications equipment may include cellular telephones, pagers and PDA's. Employees may be assigned wireless telecommunication equipment by a Department Head when their duties are determined to require frequent mobility but be readily accessible and/or when their duties require them to be available for emergency responses or consultation after normal business hours. Assignment of wireless telecommunication equipment to an employee may be withdrawn at any time at the discretion of the Chief Administrative Officer or Department Head.

Wireless telecommunication equipment should be obtained through the Purchasing Department. Only the Purchasing Department has the authority to enter into contracts for service. Department Heads should work with the Purchasing Director to determine the type of equipment that best suits the need, identify the appropriate service vendor, and take advantage of the most cost effective service contract and features. Typically, wireless telecommunication providers are offering contracts that permit calls under certain circumstances to be made at no additional charge. Employees should remain aware of the terms of their contract so as to take advantage of no cost calling opportunities rather than calling with land line charges. Contracts may also place a maximum on the number of minutes that can be used without incurring additional costs. The service level should be set based solely on business needs and the employee must reimburse the city for any personal use that results in additional charges.

Personal use of City assigned wireless telecommunication equipment is permitted. During normal business hours personal use should be subject to the same limitations as that of a land line. Such calls, emails or texts should be infrequent and brief and made on the employee's own time, such as during breaks or lunch. Any other personal use during business hours may not interfere with being productive or performing expected job duties. Personal use outside of normal business hours is permitted so long as the employee reimburses the City for any additional charges incurred.

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Employee communication via City-issued wireless telecommunication equipment at all times cannot be considered private. No employee shall have any expectation of privacy in the use of the equipment and no employee shall use the equipment for any type of communication that is offensive, illegal, inappropriate, or in violation of any City or departmental policy.

Employees may be financially responsible for assigned wireless telecommunication equipment if the equipment is lost or damaged as a result of the employee's negligence or not returned within a specified period of time.

Wireless telecommunications equipment use should not occur while driving a City vehicle unless it is an emergency. This does not apply to employees whose job responsibilities include being in contact with dispatch. Where possible, employees should send or receive communications when the vehicle is not in motion. Telecommunications equipment features such as pre-programming numbers, speed dial functions, and voice mail should be set up. Under no circumstances shall any employee while driving a City vehicle review any text message or create or send any text message when a vehicle is in motion.

Departments may restrict employee owned wireless telecommunications equipment during the work day and ban them from job sites. Departments may develop additional wireless telecommunications equipment policies and procedures for City assigned equipment to meet specific departmental needs.

Employees whose job responsibilities may require them to be contacted after hours in emergency situations should supply the City with contact information, including the numbers of any wireless telecommunications devices they might regularly carry. Such information should not be considered to make the employee "on call" or result in additional compensation outside of what may be required under state or federal law.

### **ARTICLE XXVII - COMPUTER/INTERNET/E-MAIL/TEXT POLICY**

#### **APPLICABILITY**

The computer system, network, Internet and E-mail access is the backbone of City operations and as such is an expensive infrastructure that needs to be monitored and protected. This policy applies to all employees and any other individuals who are provided access to the City's computer system. Third parties should only be provided access to the computer system as necessary for their business purpose with the City and only if they abide by all applicable Personnel Rules and Regulations.

#### **COMPUTERS**

The hardware and software that make up the City's computer system and all data on the system is the property of the City of Kirkwood. All data, including electronic messages within the system, is the property of the City and may be public records for the purpose of retention or accessible via Missouri's Sunshine Law and Public Records Law. The City purchases, owns, and administers the necessary software and licenses and employees may not rent, copy or loan the software, or its documentation.

Computers may not be relocated to another office without the permission of the MIS Department. Employees may not bring in any personal computer or other device including MP3 players to connect to the system without the permission of the MIS Department.

Even the most innocuous games, screen savers, and popular software have the capability of unknowingly introducing spyware, viruses, and backdoor access to our system. As a result, no software, applications, or modifications may be downloaded or made to City-owned equipment. The MIS Department may approve screen savers upon request. No instant messaging software may be downloaded and streaming audio (using

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the computer to listen to the radio) is prohibited unless authorized by the CAO as it reduces available bandwidth.

Employees should have no expectation of privacy in their use of any City-owned equipment or computer system. The City may at any time monitor, retrieve or recreate any files, calendars or computer communications of any employee. Employees should expect that their activities on computer devices or telephone devices can be reviewed at any time.

Employees who leave employment with the City have no property rights to contents of their E-mail messages or computer files. Supervisors or managers may access an employee's computer system and E-mail at any time.

### E-MAIL/TEXTS

The E-mail system is provided by the City for the purpose of internal and external business related communication. The system and all electronic messages within the system are the property of the City of Kirkwood. Texts sent through City provided cell phones are also the property of the City of Kirkwood and employees should have no expectation of privacy regarding such messages.

### E-MAIL/TEXT ETIQUETTE

Employees should be aware that while E-mail and texting is a quick and convenient method of communication, once sent the E-mail/text can be viewed potentially by the public so sending or forwarding of E-mail/text messages should be carefully considered for appropriateness and good judgment. Humor is often contextual and augmented by body language and so E-mail/texts may not be the most appropriate method of transmission. Electronic discussion of topics internally that begin to become controversial or involve significant differences of opinion should be discontinued in favor of face-to-face discussion.

With over 200 internal users of the E-mail system employees receive frequent E-mails. The system offers the availability of addressing all users with a group address entitled all-users. No employee is permitted to use the all-users email address without prior approval by the Department Head. Such approval shall be granted only when strictly necessary to conduct City business.

### PROHIBITED USES OF E-MAIL/TEXTS

The following E-mail/text uses including sending or forwarding communications are expressly prohibited:

- Communications that are disruptive, offensive, abusive, threatening or exceed the bounds of generally accepted standards of good taste and ethics.
- Communications of sexually explicit images or messages.
- Communications that contain anything that might be reasonably construed as harassment or disparagement of others based on race, national origin, color, pregnancy, ethnicity, sex, sexual orientation, age, ancestry, disability or religious beliefs (except as may be specifically required as part of police reporting procedures including the statements of other parties).
- Solicitation for commercial ventures, religious or political causes.
- Any other use that may harm or compromise the integrity of the City or be otherwise inappropriate to the City's organizational philosophy.
- Intercepting, eavesdropping, recording, or altering another person's E-mail/text message without authority.
- Attempting to send E-mail/texts anonymously or adopting the identity of another person on any E-mail/text message, or using another person's login, other than with permission.
- Sending, downloading, or using information or software in violation of copyright law.



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- Engaging in personal commercial activities including offering services or merchandise for sale.
- Engaging in any E-mail/text activity that would create liability for the City of Kirkwood.

### RETENTION

Depending on the content of an E-mail message, it may be considered a formal record and should be retained pursuant to a departmental, City, or Missouri record retention schedule. Accordingly, E-mail messages should be written with care with the understanding they may be public records. Employees should be aware that when they have deleted a message from their workstation mailbox it may not have been deleted from the server. The message may be residing in the recipient's mailbox or forwarded to other recipients. Unless there is a reason for archiving or retaining an E-mail, employees should delete sent and received messages regularly as accumulation of files will degrade system performance and response times. Employees and departments are responsible for retaining and archiving their own documents, E-mails and other records and should not rely on system back-ups as an appropriate retention method. Since space is limited and costly, employees should not be retaining personal E-mails, documents, spreadsheets, or photos on the system.

### INTERNET

Access to the Internet is provided for work related information gathering and communication.

### PROHIBITED INTERNET USAGE

Accessing sites that are pornographic or sites that promulgate violence or terrorism (also commonly known as "hate" sites), or sites that allow gambling are inappropriate and expressly prohibited using City-owned equipment (except in the course of law enforcement purposes).

### PERSONAL USE

The City recognizes that occasional personal use of computer equipment, cell phones, E-mail and Internet is desirable to employees and overly tight restrictions are detrimental to morale and unproductive to enforce. Such use should generally be limited to lunch and outside of (before or after) work time and only if the equipment is not needed for City business. Employees should consider the personal use of City E-mail privileges in the same manner as use of a City telephone or personal cell phone. Limited personal use is expected to occur but should not interfere with being productive or performing expected job duties. Prohibited uses of E-mail and Internet browsing are violations regardless of whether they occur during work time, non-work time or during occasional personal use and are subject to discipline up to and including termination. All uses of City equipment, whether business or occasional personal use, are subject to monitoring. Excessive personal use will be subject to discipline. Employees should address questions on what constitutes excessive personal use to their department heads.

### IMPLEMENTATION AND ADMINISTRATION OF POLICY

It is the responsibility of each individual employee to understand and comply with this policy. To ensure the safety and uncompromised integrity of the system employees have the responsibility for reporting inappropriate use or activities to their supervisor. Department Heads are responsible for ensuring compliance with the policy within their departments.

Upon hire the Personnel Department will be responsible for distributing this policy as part of the City's Personnel Rules and Regulations. The MIS Department will provide training on how to access the system. Training on specific applications is regularly available and Department Heads and employees should

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arrange opportunities for taking advantage of those sessions. Employees with E-mail access should at minimum take the introductory course for GroupWise and be competent in its basic use, archiving, and use of the scheduling and calendar function.

### **ARTICLE XXVIII - CONFLICT OF INTEREST**

All employees of the City must avoid any conflicts of interest in performing their duties and abide by the conflict of interest restrictions set forth in the City's Charter and Code of Ordinances. Copies of any such restrictions may be obtained by contacting the Assistant Chief Administrative Officer.

### **ARTICLE XXIX - UNAUTHORIZED ALIEN POLICY**

The City will not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. "Unauthorized alien" means an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. Section 1324a(h)(3).

### **ARTICLE XXX - CITY PROPERTY**

All property owned or maintained by the City shall at all times be subject to the City's control and inspection. This includes, but is not limited to, City vehicles, offices, work stations, desks and lockers. No employee shall have any expectation of privacy with respect to such property and the City reserves the right at any time to search or inspect any such property. No expectation of privacy exists regarding the contents of City lockers even if such lockers are secured by an employee owned lock.

### **ARTICLE XXXI - SOCIAL MEDIA POLICY**

A. Overview. With the rise of new media and next generation communication tools, the manner in which employees of the City can communicate, both internally and externally, continues to evolve. While this creates new opportunities for communication and collaboration, it also creates new responsibilities for our employees. This Social Media Policy applies to all employees who use the following (which is not intended to be an exhaustive list):

- Social networking websites, examples of which include MySpace, Facebook, LinkedIn, Twitter and YouTube;
- Blogs;
- Instant messaging sites;
- Wikis, such as Wikipedia and any other site where text can be posted;
- Web bulletin boards or chat rooms.

All of these activities are referred to as "Social Media Postings" in this Policy.

B. Scope of Policy. This Social Media Policy covers an employee's personal use of Social Media Postings and the sanctioned use of Social Media Postings for City business purposes.

C. Personal Use of Social Media.

1. This Policy section applies when an employee is using personal/home computers or other personal devices. The City takes no position on employees' decision to participate in the use of Social Media Postings. In general, employees who participate in Social Media are free to publish their own personal information. Any use of City computers or other City

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issued devices for personal Social Media Postings should generally be limited to lunch and outside (before or after) work time and only if the equipment is not needed for City business. Limited personal use is expected to occur but should not interfere with being productive or performing expected job duties.

2. Responsible Social Media Postings. Ultimately, an employee is responsible for what is posted online. Before creating online content, an employee should consider the risks and rewards that are involved, including how Social Media Postings may affect others who perform services for or are employed with the City. Harassment, intimidation or demeaning comments against such persons on social networking sites may result in discipline up to and including dismissal. Thus, the City encourages an employee to always be fair and courteous to co-workers, citizens, suppliers, vendors or other people who work on behalf of the City. Also, an employee should keep in mind that he or she is more likely to resolve work-related complaints by speaking directly with co-workers or by addressing the issue or problem with the Department Head than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, he or she should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages guests, co-workers, citizens, suppliers or vendors, that might constitute harassment or bullying or might violate any applicable law. Examples of such conduct include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, ethnicity, pregnancy, religion or any other status protected by law or City policy.
3. Identification. If an employee chooses to identify himself or herself as a City employee on any Social Media network or site, either in words or in image, he or she must state in clear terms within any specific social media posting that the views expressed are the employee's alone and that they do not reflect the views of the City. No personal use of social media shall include any pictures or photographs of the employee wearing any City uniform or operating any City equipment. Employees are prohibited from acting as a spokesperson for the City or posting comments as a representative of the City.
4. Honesty and Accuracy. An employee should ensure that he or she is always honest and accurate when posting information or news. If an employee makes a mistake, it should be corrected quickly. An employee should be open about any previous posts that have been altered. It is important to remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that are known to be false about the City, co-workers, vendors or others working on behalf of the City. In short, the City expects its employees, when commenting on matters related to the City's business, services or programs, to exercise good judgment and common sense, consistent with the City's values of honesty, integrity and ethical behavior. Each employee should be mindful that any Social Media Posting may remain public for a long time if not indefinitely.
5. Right to Access. The City reserves the right to monitor Social Media Postings of employees. Any information that employees post on any social media may be accessed by the City at any time, without prior notice. The City prohibits taking negative employment action against any employee for reporting a possible deviation from this Policy or for cooperating in an investigation. Any employee who retaliates against a co-worker for reporting a possible deviation from this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

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6. Prohibited Activity. Employees may not disclose confidential information of any department, specifically including confidential information relating to ongoing investigations, or disclose confidential information of third parties who have provided information to any department, including federal, state or local security/safety information, or disclose private personnel information or Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

### D. Use of Social Media For City Business Purposes.

1. Social Media Uses. Social Media provides a new and potentially valuable means of assisting City departments and their personnel in community outreach for problem solving, investigations, crime prevention, recruiting, training, safety education and providing public awareness of the activities of City personnel in serving and protecting the interests of the City’s residents and community.
2. Specific uses for City sanctioned Social Media include but are not limited to:
  - a. Time sensitive notifications related to road closures, special events and weather emergencies.
  - b. Investigative tool for law enforcement when seeking evidence or information about missing persons, wanted persons, crimes perpetrated online such as cyber bullying or cyber stalking, unsolved crimes through solicitation of tips and posting of photos or videos of a crime by a participant or observer.
  - c. Alerting the public to the effective law enforcement services of the police department and the effective rescue and fire protection services provided by the City’s fire department.
  - d. Obtaining information as a recruitment mechanism for persons seeking employment or volunteer positions with the City.
3. Rules Applicable to City Sanctioned Use of Social Media.
  - a. All Social Media Postings are subject to all existing City policies, including, for example, the City’s Equal Employment Opportunity, Non-Discrimination and Anti-Harassment Policy, Workplace Violence Policy, Computer/Internet/E-mail/Text Policy and Wireless Telecommunications Usage Policy.
  - b. Social Media Postings containing obscene or sexually explicit language, images or acts and statements or other forms of speech that ridicule, malign, disparage or otherwise express bias or are harassing, demeaning toward City employees, City officials, vendors or others who perform services and work with the City is prohibited.
  - c. There is no expectation of privacy with Social Media Postings sanctioned by the City. The City reserves the right to monitor use of its devices or networks and to retrieve all Social Media Postings. The City reserves the right to block access from its networks for Social Media Postings at its sole discretion.

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- d. Employees may not disclose confidential information of any department, specifically including confidential information relating to ongoing investigations, or disclose confidential information of third parties who have provided information to any department, including federal, state or local security/safety information, or disclose private personnel information or Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- e. No employee shall divulge information gained by reason of his or her authority, make any statements or publish any materials that could reasonably be considered to represent the views or positions of any department, without express authorization to do so.
- f. No information shall be disclosed which is likely to identify the specific location or identification of any person subject to an emergency call for law enforcement assistance.
- g. No employee shall disseminate or transmit in any fashion photographs or images of individuals receiving emergency medical assistance. The City is the owner of any photographs or electronic images taken by the fire department or law enforcement personnel within the scope of employment. Any such photographs or electronic images must be turned into the proper department authority.
- h. The use of social media does not alter or change the emergency or life safety report protocols currently in place. Social Media should not be used in place of the Emergency Operations Center (9-1-1).
- i. The establishment and use of any City-sanctioned Social Media sites are subject to approval by the Chief Administrative Officer and applicable Department Head. All City Social Media sites shall be administered by authorized administrators of the respective department.
- j. City Social Media sites should explicitly state they are maintained by the City and that they follow the City’s Social Media Policy, with links to such Policy on the official City web site.
- k. Wherever possible, City Social Media sites should link back to the official City and departmental websites for forms, documents, online services and other information necessary to conduct business with the City.
- l. The authorized administrators will monitor content on City Social Media sites to ensure adherence to both the City’s Social Media Policy and the interests and goals of the City.
- m. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Comments on topics or issues not considered to be within the relevant concerns of the City may be removed.
- n. The City will approach the use of Social Media tools as consistently as possible among different departments.

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- o. The City’s website at [www.kirkwoodmo.org](http://www.kirkwoodmo.org) will remain the City’s primary and predominant internet repository of accessible online information.
  - p. All City Social Media sites shall adhere to applicable federal, state and local laws, regulations and policies.
  - q. Any content maintained in a Social Media format that is related to City business may be considered a public record subject to public disclosure. This may include a list of subscribers (excluding any information of a personal nature), posted communication and communication submitted for posting.
  - r. No employee should conduct political activities or private business through any Social Media Posting.
  - s. No employee should post private facts or personal information about someone without his or her permission that has not been previously revealed to the public, is not of legitimate public concern or would be offensive to a reasonable person.
  - t. No employee shall use someone else’s name, likeness or other personal attributes without that person’s permission for an exploitative purpose; or publish the creative work of another, trademarks or certain confidential business information without the permission of the owner.
  - u. This Social Media Policy may be revised at any time.
4. Designation of Employees.
- a. The following guidelines apply to designation of employees to use any sanctioned City Social Media site.
    - i. Designated employees representing the City government via City Social Media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies. Any such designated City employee who alters, comments or accesses any City Social Media site is to conduct himself at all times as a representative of the City and, accordingly, shall adhere to all City/department standards of conduct and observe conventionally accepted protocols and proper decorum.
    - ii. Employees designated to represent individual department’s interests on the City site are to be approved by the Department Head and submitted to the Chief Administrative Officer for approval.
    - iii. The use of department computers by designated department personnel to access Social Media for personal use is prohibited.
    - iv. Designated department personnel use of personally owned devices to manage the department’s social media activities or in the course of official duties is permitted.
    - v. Such designated employees are to identify themselves as a member of the applicable department within the City.

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### E. Public Comment Policy.

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City Social media sites is to disseminate information about the City to its citizens.
3. Public comments containing any of the following inappropriate forms of content shall not be permitted on City Social Media sites and are subject to removal and/or restriction by the authorized administrators:
  - a. Comments not related to the original topic, including random or unintelligible comments;
  - b. Profane, obscene, violent or pornographic content and/or language;
  - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, ethnicity, ancestry, sexual orientation, pregnancy, disability, color, age, religion, sex or national origin;
  - d. Defamatory or personal attacks;
  - e. Threats to any person or organization;
  - f. Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
  - h. Conduct in violation of any federal, state or local law;
  - i. Encouragement of illegal activity;
  - j. Information that may tend to compromise the safety or security of the public or public systems; or
  - k. Content that violates a legal ownership interest, such as a copyright of any party.
4. A comment posted by a member of the public on any City Social Media site is the opinion of the commentator or poster only. Publication of a comment does not imply endorsement of, or agreement by, the City or that such comments reflect the opinions or policies of the City.
5. The City reserves the right to deny access to City Social Media sites for any individual who violates the City's Social Media Policy, at any time without prior notice.
6. City employees are not permitted to respond to any public comment on behalf of the City without prior approval of the Chief Administrative Officer.

## APPENDIX E – PERSONNEL RULES AND REGULATIONS

### **ARTICLE XXXII - FRAUD AND WHISTLE-BLOWER POLICY**

#### **Scope of Policy**

All employees of the City must observe high standards of business and personal ethics performing their duties and responsibilities and fraud in any form will not be tolerated. This Policy is designed to enable all employees of the City to raise any complaint of unethical, fraudulent or unlawful conduct in an appropriate manner and to protect any employee of the City raising such a good faith complaint from any retaliatory action.

By way of example, conduct which is prohibited by this Policy and complaints which should be reported pursuant to this Policy include without limitation:

- Embezzlement, misappropriation or use of City funds or property for any illegal, improper or unethical purpose;
- Forging, altering, tampering with or destroying any City accounting, payroll or audit-related records or documents, such as checks, timesheets, contractor agreements, purchase orders or any other financial documents of the City, whether in hard copy or electronically stored, except as otherwise permitted or required in accordance with record retention policies, as applicable;
- Any violation of the City's Conflict of Interest restrictions in the City Charter and Code of Ordinances;
- Fraud or deliberate error in the preparation, evaluation, review or audit of any of the City's budget, accounting or financial statements or any other purposeful conduct resulting in inaccurate financial reporting of any sort;
- Obtaining any benefit through deception or fraudulent activity, such as receiving compensation for hours not worked or services not performed;
- Unauthorized use of City logos or trademarks; and
- Deficiency and/or non-compliance with the City's internal accounting controls.

This Policy is not designed to address financial or business decisions taken by the City or to provide a complaint procedure for matters covered by other specific policies in these Personnel Rules and Regulations, such as under the City's Equal Employment Opportunity, Anti-Harassment and Non-Discrimination Policy, Workplace Violence Policy or Policy Regarding Reasonable Accommodations for Qualified Individuals with a Disability.

#### **Employee Protection**

This Policy is designed to offer protection to any employee who discloses a complaint, provided the disclosure is made in good faith. It is a violation of this Policy for any supervisor, manager, department head or other employee of the City to retaliate against any City employee who makes a complaint pursuant to this Policy. Prohibited retaliation against any employee "whistle-blower" under this Policy includes disciplining, demoting or suspending the employee or threatening to do so, terminating or threatening to terminate the employee or in any other manner intimidating the employee as a form of retaliation for any



## APPENDIX E – PERSONNEL RULES AND REGULATIONS

complaint made pursuant to this Policy. Any City employee engaging in retaliatory conduct will be subject to disciplinary action by the City, which may include termination of employment.

### **Confidentiality**

The City will treat all good faith complaints under this Policy in a confidential and sensitive manner to the extent feasible consistent with the City's obligation to fully investigate any complaint filed or made under this Policy. A report of a complaint will only be disclosed to those persons who have a need to know and in order to properly conduct an investigation of the complaint. Any report or complaint shall be kept in a file that is separate from the personnel file of the employee making the complaint and the person or persons to whom it relates, although any disciplinary action that may be issued due to a complaint under this Policy shall be part of the personnel file of the disciplined employee.

### **Procedure for Making a Complaint and Investigation**

Any complaint by a City employee pursuant to this Policy must be made in writing to the Assistant Chief Administrative Officer, the Chief Administrative Officer or the Audit Committee of the City, with all factual details supporting any such complaint. The complaint should be made immediately upon discovery of any facts showing unethical, fraudulent or unlawful conduct as described in this Policy. Any employee may also submit a complaint anonymously under this Policy. The City's Chief Administrative Officer, Assistant Chief Administrative Officer and/or the City's Audit Committee shall be responsible for investigating any such complaint. The City's Chief Administrative Officer shall determine who shall investigate any such complaint depending upon the nature of the complaint, unless the complaint is against the City's Chief Administrative Officer, in which event the City's Audit Committee shall investigate any such complaint. Any such complaint shall be investigated in consultation with legal counsel or other expert resources deemed necessary to conduct a full and complete investigation of the allegations of such complaint, and making decisions for appropriate corrective action, as applicable, to be implemented. The investigative action by the Chief Administrative Officer, Assistant Chief Administrative Officer or Audit Committee may include referral fully or in part to a law enforcement agency or City law enforcement personnel for appropriate investigation of any suspected criminal activity. Unless the employee has submitted or made a complaint anonymously under this Policy, the complainant will be informed of the final outcome of the City's investigation as deemed appropriate under the circumstances.

### **Effect of Unsubstantiated Allegations**

If an employee makes an allegation in good faith under this Policy, which is not substantiated or confirmed by a subsequent investigation, no action will be taken against the individual making the complaint. However, if an employee makes a complaint maliciously without any reasonable factual foundation against another employee of the City, the employee making such complaint may be subject to discipline by the City as deemed appropriate.

## **ARTICLE XXXIII - EMPLOYEE OBLIGATION TO ABIDE BY CITY PERSONNEL RULES AND REGULATIONS**

All employees of the City are required to read and abide by these Personnel Rules and Regulations of the City, which must be read and reviewed by all employees by accessing these Personnel Rules and Regulations on the City's website at [www.kirkwoodmo.org](http://www.kirkwoodmo.org). The City's Personnel Rules and Regulations do not constitute a contract, provide for any private cause of action or guarantee employment for any definite duration. The specific benefit plan documents govern the terms of any employee benefit policy or program. The City reserves the right to change or eliminate any provision of the City's Personnel Rules and Regulations at any time, with or without prior notice.

BILL 10901

ORDINANCE

AN ORDINANCE APPROPRIATING \$8,100 FROM THE EQUITABLE SHARING FUND BALANCE TO THE TRAINING ACCOUNT FOR REGISTRATION FEES FOR POLICE DEPARTMENT TRAINING.

WHEREAS, the Police Department would like to send several criminal investigators to 40 hours of advances training instructed by the Southern Police Institute, and

WHEREAS, funds in the amount of \$8,100 needs to be appropriated from the Equitable Sharing Fund Balance to Account #205-1201-429.31.09 (Training).

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

SECTION 1. Funds in the amount of \$8,100 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-1201-429.31.09 (Training).

SECTION 2. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The Police Department would like to send several criminal investigators to 40 hours of advanced training in sexual assault investigation, instructed by the Southern Police Institute, a nationally recognized education body affiliated with the University of Louisville. Tuition is approximately \$800 per student, and we are requesting four seats. In addition, we would like to send front line supervisors to a five day leadership course instructed by the FBI, consisting of instruction by leaders in law enforcement in areas such as leadership, organizational credibility, the four pillars of discipline and issues related to liability. The Police Department believes such training will benefit the City, citizens and the officers. Tuition to this training is approximately \$700 per student and we are requesting seven seats.

Recommendations and Action Requested:

The Police Department is requesting approval by City Council of the expenditure of equitable sharing funds for registration fees associated with these courses, totaling \$8,100.

Alternatives Available:

Send fewer officers or no one

Does this project have a public information component?  Yes  No

Cost: \$8,100.00

Account #: 20512014293109

Project #:

Budgeted: NO

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Brian Murphy

Date: 10/11/2021

Authenticated: folluojd

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name: Equitable Sharing Fund balance

To Account # or Fund Name: 20512014293109

Finance Director's Comments:

Equitable Sharing Fund balance is available and sufficient to appropriate \$8,100 from fund balance to account 205-1201-429-31-09, Training to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21

BILL 10902

ORDINANCE

AN ORDINANCE AMENDING THE KIRKWOOD CODE OF ORDINANCES, CHAPTER 17, ARTICLE V., SECTION 17-74 "OBSTRUCTING PUBLIC PLACES"

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

SECTION 1. The Kirkwood Code of Ordinances, Chapter 17, Article V., Section 17-74 "Obstructing Public Places" is hereby amended as follows:

**Section 17-74 Obstructing public places.**

A. Definition. The following term shall be defined as follows:

**PUBLIC PLACE**

Any place to which the general public has access and a right of resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.

- B. It shall be unlawful for any person to stand or remain idle either alone or in consort with others in a public place in such manner so as to knowingly and actually:
1. Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
  2. Commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk, or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress, therein, thereon and thereto;
  3. Obstruct the entrance to any business establishment, without so doing for some lawful purpose, if contrary to the expressed wish of the owner, lessee, managing agent or person in control or charge of the building or premises.
- C. When any person causes or commits any of the conditions in this section, a police officer or any law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who knowingly fails or refuses to obey such orders shall be guilty of a violation of this section.

SECTION 2. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

Recommendations and Action Requested:

Amend the Kirkwood Code of Ordinances, Chapter 17, Article V., Section 17-74 "Obstructing Public Places".

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00

Account #: 00000

Project #:

Budgeted: YES

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Laurie Asche

Date: 10/5/2021

Authenticated: aschelb

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

📎 File Attachment

📎 File Attachment

📎 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

10-19-21



ORDINANCE

AN ORDINANCE AMENDING THE KIRKWOOD CODE OF ORDINANCES, CHAPTER 17, ARTICLE V., BY DELETING SECTION 17-82 "SOLICITATIONS" IN ITS ENTIRETY AND INSERTING A NEW SECTION 17-82 "STANDING IN STREETS, ROADWAYS, HIGHWAYS, AND CERTAIN MEDIANS PROHIBITED".

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

SECTION 1. The Kirkwood Code of Ordinances, Chapter 17, Article V., is hereby amended by deleting Section 17-82 "Solicitations" in its entirety and inserting a new Section 17-82 "Standing in Streets, Roadways, Highways, and Certain Medians Prohibited" as follows:

**Section 17-82 Solicitations.**

~~A. Findings and declarations. The city council finds and declares that aggressive soliciting and soliciting in certain places and circumstances have a detrimental effect on the creation of a safe environment in the city and finds that restricting certain acts, without prohibiting soliciting, is a necessary exercise of the police, health and welfare power in order to maintain the peace and good government of the city and to preserve and protect the rights of all citizens.~~

~~B. Definitions.~~

**Aggressive soliciting**

~~Soliciting which is accompanied by one or more of the following:~~

- ~~1. Approaching, speaking to, or following a person in such a manner as would cause a reasonable person to fear bodily harm or the commission of a criminal act upon the person, or upon property in the person's immediate possession;~~
- ~~2. In the course of soliciting, touching another person without that person's consent;~~
- ~~3. Continuously soliciting from a person, or following the person, after the person has made a negative response;~~
- ~~4. Intentionally blocking or interfering with the safe passage of a person or a vehicle by any means, including unreasonably causing a person to take evasive action to avoid physical contact;~~
- ~~5. Using obscene or abusive language either during the course of soliciting or following a refusal; or~~
- ~~6. Acting with the intent of intimidating another person into giving money or another thing of value.~~

**Place open to the general public**

~~Sidewalks, streets, alleys, driveways, parking lots and garages, parks, plazas, buildings, doorways and entrances to buildings, the grounds enclosing buildings, or the mall and/or adjacent parking areas of any shopping center to which the general public is invited for business purposes.~~

**Soliciting**

~~Any act by which one person requests an immediate donation of money or other thing of value from another or others in person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The soliciting may be oral, written, or by other means of communication.~~

~~C. It is unlawful for any person to engage in aggressive soliciting in any place open to the general public.~~

~~D. "Soliciting" as defined in subsection b(1) is lawful except as prohibited in subsection e;~~

~~E. It is unlawful for any person to engage in soliciting:~~

~~1. Within 10 feet of any automatic teller machine (atm);~~

~~2. In any public transportation vehicle or at any bus, train, light rail, or subway station or stop;~~

~~3. On private property or residential property, if the owner, tenant or occupant has asked the person not to solicit on the property or has posted a sign on the property indicating no soliciting;~~

~~4. From any operator or occupant of a motor vehicle that is in traffic on a public street, whether in exchange for cleaning the vehicle's windows or otherwise; or~~

~~5. From any operator or occupant of a motor vehicle on a public street in exchange for blocking, occupying or reserving a public parking space, or directing the occupant to a public parking space.~~

**Section 17-82 Standing in Streets, Roadways, Highways, and Certain Medians Prohibited.**

A. In the interest of vehicular safety, public safety, and personal safety, no person shall stand in any street, highway, or roadway for any purpose.

B. In the interest of vehicular safety, public safety, and personal safety, no person shall sit or stand in or on any unpaved median or any median of less than 6 feet in width.

SECTION 2. This Ordinance shall become in full force and effect upon its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

Ordinance

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Recommendations and Action Requested:

Amend the Kirkwood Code of Ordinances, Chapter 17, Article V., by deleting Section 17-82 "Solicitations" in its entirety and inserting a new Section 17-82 "Standing in Streets, Roadways, Highways, and Certain Medians Prohibited".

Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$0.00 Account #: 00000 Project #: Budgeted: YES

If YES, Budgeted Amount: \$0.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Laurie Asche

Date: 10/5/2021

Authenticated: aschelb

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:

Date:

10-19-21



RESOLUTION 102-2021

A RESOLUTION ACCEPTING THE BID OF ELLIOT EQUIPMENT CO. IN THE AMOUNT OF \$256,200 (PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT) FOR THE PURCHASE OF A 2022 SIDE LOADER REFUSE TRUCK FOR THE SANITATION DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City may purchase items and services that have been competitively bid and awarded by Sourcewell Cooperative Contract, and

WHEREAS, staff recommends that the City purchase a 2022 Side Loader Refuse Truck for the Sanitation Department from Elliot Equipment Co. in the amount of \$256,200 under Sourcewell Cooperative Contract #091219-NWP, and

WHEREAS, funds are available in Account #509-2315-482.75.06, Project #SA2103.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$256,200 to Elliot Equipment Co. under Sourcewell Cooperative Contract #091219-NWP for the purchase of a 2022 Side Loader Refuse Truck for the Sanitation Department.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

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Mayor, City of Kirkwood

ATTEST:

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City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO      Goal # & Title

### Background To Issue:

In the FY22 budget funds have been allocated for the replacement of a side loader Sanitation truck. The Sanitation Division is requesting the replacement of a 2014 side loader that has exceeded the replacement criteria of 15 with a score of 16.50. This vehicle is used daily in the collection of residential solid waste and curbside recycling.

### Recommendations and Action Requested:

It is recommended that the City Council accept the proposal from Elliott Equipment in the amount of \$260,766.13 for the purchase of a side loader sanitation truck.

### Alternatives Available:

Does this project have a public information component?  Yes  No

Cost: \$256,200.00      Account #: 50923154827506      Project #: SA2103      Budgeted: YES

If YES, Budgeted Amount: \$260,905.00      If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Bill Bensing

Date: 10/11/2021

Authenticated: bensingwe

*You can attach up to 3 files along with this request.*



Est\_16177\_from\_Elliott\_Equip  
ment\_Company\_27120.pdf  
Adobe Acrobat Document  
148 KB

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/12/2021

Authenticated: mulladbd

You can attach up to 3 files along with this request.



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$256,200 in account 509-2315-482-75-06, Rolling Stock, project SA2103, Side Loader to approved the above as requested.

BY: Sandra Stephens

Date: 10/12/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-13-21



3100 West 76th Street  
 Davenport, IA 52806  
 Ph: 563-391-4840

Elliott Sanitation Equip. Co.  
 1245 Dawes Avenue  
 Lincoln, NE 68521  
 Ph: 402-474-4840

4000 SE Beisser Drive  
 Grimes, IA 50111  
 Ph: 515-986-4840  
 Fx: 515-986-9530

14001 Botts Rd.  
 Grandview, MO 64030  
 Ph: 816-761-4840

4400 E 60th Ave  
 Commerce City, CO 80022  
 Ph: 303-853-4840

# Quote

Date	Quote #
9/19/2021	16177
Proposed Shipping Date	
10/12/21	
Terms	
Net 30	
Rep	
JRN	

City of Kirkwood  
 212 S. Taylor Ave  
 Kirkwood, MO 63122

**Here is our quotation on the goods named, subject to the conditions noted:**

*CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.*

*Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.*

*TERMS: Equipment is due on receipt. Carts, Containers, Parts, & Service are Net 30 unless otherwise noted on your account. Balances over 30 days from date of invoice are subject to finance charges up to 1½% per month.*

Qty	Item	Description	Price	Total
1	11265E	2022 New Freightliner M2, Cummins L9 350 HP diesel, Allison 3000RDS automatic, single axle chassis with dual drive Fontaine cab conversion, New Way Sidewinder 20 cu yd automated side loader, frame mounted arm with 1,000lb capacity and 12' reach, pre crusher panel, triple camera system with 7" color monitor, work lights. Dealer options to match as close to previous units as possible including swapping the tailgate to the larger tailgate. VIN:1FVACYFE9NHNC6973 Sourcewell Contract #091219 NWP	255,000.00	255,000.00
1	Freight	Deliver unit to customer location Customers Exempt From Sales Tax	1,200.00 0.00%	1,200.00 0.00

**\*\*Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.\*\***

<b>Total</b>	<b>\$256,200.00</b>
--------------	---------------------

TO CONFIRM ORDER, SIGN AND RETURN

X \_\_\_\_\_



October 11, 2021

**To:** Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** 2022 Side Loader Refuse Truck, #500314

The City of Kirkwood may use cooperative contracts that are competitively bid. Sourcewell competitively bid this equipment and Elliot Equipment Co., was the lowest responsible and responsive bid. The Sourcewell contract number is 091219-NWP.

Funds are available in the account number, 509-2315-482.75-06, project number SA2103, in the amount of \$260,905.00

Attached is a request from Bill Bensing, Public Works Director, for a resolution authorizing a purchase order in the amount of \$256,200.00 to be issued to Elliot Equipment Co. for the purchase of a 2022 Side Loader Refuse Truck for the Sanitation Department.

Respectfully,



Brian Mullady  
Director of Procurement

RESOLUTION 103-2021

A RESOLUTION ACCEPTING THE BID OF PIERCE MANUFACTURING INC. SUPPLY (PURSUANT TO HGACBUY COOPERATIVE CONTRACT) FOR THE PURCHASE OF A PIERCE FIRE RESCUE PUMPER FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$332,895, FUNDING CONTINGENT UPON APPROVAL OF THE 2022/2023 FISCAL YEAR BUDGET, AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City may purchase items and services that have been competitively bid and awarded by HGACBuy Cooperative Contract, and

WHEREAS, staff recommends that the City purchase a Pierce Fire Rescue Pumper for the Fire Department from Pierce Manufacturing Inc. Supply under HGACBuy Cooperative Contract #FS12-19 in the amount of \$332,895, and

WHEREAS, funds will be available in Account #301-1301-600.75, Project #FD2301, pending approval of the 2022/2023 fiscal year budget.

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

SECTION 1. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Pierce Manufacturing Inc. Supply under HGACBuy Cooperative Contract #FS12-19 for the purchase of a Pierce Fire Rescue Pumper for the Fire Department in the amount of \$332,895, funding contingent upon approval of the 2022/2023 fiscal year budget. .

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 21<sup>ST</sup> DAY OF OCTOBER 2021.

---

Mayor, City of Kirkwood

ATTEST:

---

City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 10/21/2021

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Kirkwood Fire Department is purchasing an Initial Attack Unit to replace the current 1539 unit. The unit is designed to reduce usage of Tower Ladder 1535 and prolong life of apparatus. The new unit will provide a NFPA rated fire pump, compartment space for fire/rescue equipment and accessibility to remote areas of the city. The design of the apparatus is such that it can handle approximately 60% of the call volume for 1535.

Recommendations and Action Requested:

Due to the shortage of fleet vehicles and delays in production, it is recommended that the City of Kirkwood enter into a contract with Pierce through the Houston-Galveston Area Council cooperative agreement to purchase a stock Initial Attack Apparatus. The unit is in production currently and available for delivery in June 2022. The contract reflects the modifications and adjustments necessary to make the unit practical and applicable for response within the City of Kirkwood. The city will not recognize any payment until May 2022.

Alternatives Available:

Two alternatives are available, alternative number one is to place an order for a new Initial Attack Unit in April of 2022 to coincide with the fiscal year, this purchase would provide a new unit similar to that recommended however it would not arrive until September-November 2023 as Pierce is currently out 18-20 months on production. The second alternative is to not replace 1539 and continue to utilize 1535 as a first out unit. This will continue to produce wear on the apparatus and further shorten the usable life of Tower 1535.

Does this project have a public information component?  Yes  No

Cost: \$332,895.00 Account #: 30113016007505 Project #: FD2301 Budgeted: YES

If YES, Budgeted Amount: \$385,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: James Silvernail

Date: 10/19/2021

Authenticated: zaitzbt

*You can attach up to 3 files along with this request.*



905 PURCHASE AGREEMENT  
10192021 Contract for  
Kirkwood.pdf  
Adobe Acrobat Document  
618 KB



905 Proposal Letter 10192021  
Kirkwood.pdf  
Adobe Acrobat Document  
209 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 10/19/2021

Authenticated: mulladb

*You can attach up to 3 files along with this request.*



12091 Resolution Letter- Fire  
Rescue Pumper.pdf  
Adobe Acrobat Document  
216 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required **(Must have Finance Department's approval).**

Appropriation

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is contingent upon Council approval of the FY2023 budget. The proposed FY2023 budget includes \$332,895 in account 301-1301-600-75-05, Rolling Stock, Project FD2301, Mini-Pumper to approve the above as requested.

BY: Sandra Stephens

Date: 10/19/2021

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve     Disapprove

Chief Administrative Officer's Comments:

[Empty rectangular box for Chief Administrative Officer's Comments]

BY:



Date:

10-19-21

October 19, 2021

To: Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Pierce Fire Rescue Mini-Pumper, Bid # 500324

<u>Vendor – Pierce Manufacturing Inc.</u>	<u>Unit Price</u>
Pierce Fire Rescue Pumper	\$332,895.00

The City of Kirkwood may use cooperative contracts that are competitively bid. HGACBuy competitively bid the Pierce Fire Rescue Pumper and Pierce Manufacturing Inc. was the lowest responsible and responsive bid. The HGACBuy contract number is FS12-19.

Funding is contingent upon council approval of an accompanying legislation for a financing agreement.

Attached is a request from James Silvernail, Fire Chief, for a resolution authorizing a contract to be entered into with Pierce Manufacturing Inc. Supply in the amount of \$332,895.00 for the purchase of a Pierce Fire Rescue Pumper for the Fire Department contingent upon council approval of an accompanying legislation for a financing agreement.

Respectfully,



Brian Mullady  
Procurement Director



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

October 19, 2021

Fire Chief James Silvernail  
City of Kirkwood  
11804 Big Bend Road  
Kirkwood, MO 63122

Subject: **Proposal for One (1) Pierce Ford Mini Pumper  
Proposal / Bid #905 – Stock #36793**

Dear Chief Silvernail,

With regard to the above subject, please find attached our completed proposal.

**Pricing Summary:**

Sale Price – **\$332,895.00\***  
*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**Terms and Conditions:**

Taxes – Not Applicable  
Freight – F.O.B. – Bradenton, FL / Delivery to Kirkwood, MO  
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL).  
Delivery – Estimated June 2022 from receipt and acceptance of contract.

***Stock Unit – Availability is subject to prior sale***



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 30 days. *Stock unit subject to prior sale.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 913.220.3251 or [dan.mcdonnell@macqueengroup.com](mailto:dan.mcdonnell@macqueengroup.com).

We wish to thank the City of Kirkwood for the opportunity to submit our proposal.

Respectfully,

*Dan McDonnell*

Dan McDonnell  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group



## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Kirkwood, (customer) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$332,895.00 ("Purchase Price"). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

### 5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.

**7. Cancellation/Termination**

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

**8. Delivery, Inspection, and Acceptance****a. Delivery**

Delivery of the Product is scheduled to be **Estimated June 2022** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

**b. Inspection and Acceptance**

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

**9. Notice**

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**City of Kirkwood**  
Fire Chief James Silvernail  
11804 Big Bend Road  
Kirkwood, MO 63122

**10. Standard Warranty**

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

**a. Disclaimer**

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

**b. Exclusions of Incidental and Consequential Damages**

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

**11. Insurance**

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000  
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000  
Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

**12. Indemnity**

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

**13. Force Majeure**

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

**14. Default**

The occurrence of one or more of the following shall constitute a default under this Agreement:

**(a)** the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

**15. Relationship of Parties**

Neither party is a partner, employee, agent, or joint venture of or with the other.

**16. Assignment**

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

**17. Governing Law; Jurisdiction**

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

**18. Facsimile Signatures**

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

**19. Entire Agreement**

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Additional Orders**

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

**22. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC**

**CITY OF KIRKWOOD**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
1125 7th Street East  
St. Paul, MN 55106

Customer Name City of Kirkwood Date October 19, 2021

Quantity	Chassis Type	Body Type	Price per Unit
1	Ford**	Mini Pumper**	\$332,895.00*

*\*Houston-Galveston Area Council (HGAC) Consortium Pricing  
\*\*STOCK UNIT 36793, SUBJECT TO PRIOR SALE.*

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**“PAYMENT TERMS”**

**100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL).**

**“TAXES”**

**Federal, State, and Local Taxes are not included in the contract price.**

**“LATE PAYMENT”**

**A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.**

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF October 19, 2021 BETWEEN MACQUEEN AND City of Kirkwood (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)?  Yes  No

If not, please provide correct name and address to be listed on CO. \_\_\_\_\_

Is there a lienholder?  Yes  No

If yes, please provide lienholder information. \_\_\_\_\_

**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 905 Stock Number 36793 Dated 10/19/2021 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**

**EXHIBIT C - PROPOSAL**

**SEE PROPOSAL Bid Number 905 Stock Number 36793 Dated 10/19/2021 .**



# Option List

10/19/2021

**Customer:** Kirkwood Fire Department  
**Representative:** McDonnell, Dan  
**Organization:** MacQueen Emergency Group  
**Requirements Manager:**  
**Description:** Ford Mini Pumper 36793  
**Body:** Pumper, Initial Attack (Mini Pumper), Ford Chassis  
**Chassis:** Ford, F550 Super Duty w/Aluminum Cab, 4x4, Domestic USA Only

**Bid Number:** 905  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 10/28/2021  
**Stock Number:** 36793  
**Price Level:** 40 (Current: 40)  
**Lane:**

Line	Option	Type	Option Description	Qty
1	0754470	SP	INITIAL ATTACK (Mini Pumper), Weight Review Approved	1
2	0766597		Boiler Plates,1901, Initial Attack	1
			Fire Department/Customer - Kirkwood Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - MacQueen Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - MacQueen Emergency Group	
3	0018257		Commercial chassis & Snorkel products	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0610783		Comply NFPA 1901 Changes Effect Jan 1, 2016, With Exceptions, Commercial Chassis	1
8	0545737		Initial Attack (1901) Fire Apparatus, PMFD	1
9	0588611		Vehicle Certification, Pumper	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0056880		Requirements of Apparatus Manufacturer	1
12	0020531		Product Improvements	1
13	0536644		Customer Service Website	1
14	0620362		Consortium, HGAC	1
15	0537375		Unit of Measure, US Gallons	1
16	0030006		Bid Bond Not Requested	1
17	0540326		Performance Bond, Not Requested	1
18	0000007		Approval Drawing	1
19	0024466		Not Required, Electrical Diagrams	1
20	0796672		Ford, F550 Super Duty w/Aluminum Cab, 4x4, Domestic USA Only	1
21	0729643		Model Year 2022	1
22	0726500		Base Price, Ford F550 SDuty, 4x4, Alum Cab, Effective 1/08/2021 EXPIRED 8/10/21	1
23	0796513		Wheelbase, 203.80", Ford F450/550, with 4-Dr Crew Cab, 84" Cab-to-Axle	1
24	0695839		GVW Rating, 19,500 lbs, Ford F550	1
25	0695835		Frame, Chassis, Upgraded for 19.5K GVWR, Ford F550 Super Duty	1
26	0584366		Frame Liner not Req'd, Commercial Chassis	1
27	0795776		Axle, Front Driving, 7.5K w/7.5K Suspension Rating, Ford Super Duty 4x4	1
28	0795771		Suspension, 7.5K - Extra Heavy Service, Ford Super Duty	1
29	0073051		Shock Absorbers, Front	1
30	0083002		Brakes, Front Axle, Disc Type, Ford Super Duty	1
31	0695534		Transfer Case, Electric Shift-On-the-Fly, Auto Hubs, FORD	1
32	0796690		Tires (No Default Brand) w/ Ford Chassis	1
33	0796153		Tires, 225/70R19.50, BSW Max Traction Tread, F450 F 550	1
34	0794114		Wheel, Polished Aluminum, 19.50" x 6.00", Ford F450/550, XLT Package	1
35	0695675		Axle, Rear, 14,706 lb, Limited Slip - F 550, Ford	1
36	0772016		Disc Brakes, Hydraulic, Rear Axle	1
37	0040850		Top Speed of Vehicle, Ford F450/550	1
38	0649800		Suspension, Rear Spring, 15,000 lb, F-550	1
39	0635705		Tires, 225/70R19.50 All Terrain Traction Tread, F450/550	1
40	0794113		Wheel, Polished Aluminum Outer, Steel Inner 19.50" x 6.00", Ford F-450/550, XLT	1
41	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1

Qty, Tire Pressure Ind - 6



Line	Option	Type	Option Description	Qty
42	0012045		Mud Flap, Rear, Pierce Logo	1
43	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1
44	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
45	0796164		ABS, Anti-Lock Braking System, RSC ,Roll Stability Control Ford	1
46	0010785		Not Required, Air Compressor, With Hyd Brakes	1
47	0090788		Not Required, Air Dryer, Commercial w/Hydraulic Brakes	1
48	0020851		Not Required, Air Inlet	1
49	0796604		Engine, V8 Diesel, 6.7L, 330 hp, PowerStroke, Ford F450/550	1
50	0657403		High Idle, w/Electronic Engine, w/Separate Switch, Ford F-Series, Pierce Install	1
51	0754435		Auxiliary Brake, Exhaust Brake , VGT Style, Ford 6.7 Diesel	1
52	0667889		Air Restriction Indicator, Ford F450/550	1
53	0792955		Cruise Control, Ford, Super Duty, F450/550	1
54	0078732		Air Intake, w/Ember Separator, Pierce Installed, Commercial Chassis	1
55	0598690		Exhaust System, DEF/SCR, Horizontal Exhaust, Ford Super Duty	1
56	0788918		Exhaust Modification,Ford Super Duty,Horizontal Exhst,Initial Attack,Mini Pumper	1
57	0071090		Coolant Hoses, Rubber - Commercial Chassis	1
58	0602840		Fuel Tank, 40 Gallon, w/aux fuel tap, Ford, Non-NFPA 2016 Compliant	1
59	0788919		DEF Tank, Ford F-Series,Initial Attack Mini Pumper	1
60	0696186		Cooler, Chassis Fuel, Commercial, Provided by Chassis OEM	1
61	0745582		Transmission, TorqShift 10-Speed Automatic, Ford Super Duty	1
62	0061477		Not Required, Transmission Shifter Type	1
63	0011475		Transmission Oil Cooler, Internal, Commercial	1
64	0671472		PTO Provision Included, Ford Automatic Transmission, F450/550	1
65	0011372		Driveline, Ford Super Duty Chassis	1
66	0779535	SP	WEIGHT REVIEW Completed and APPROVED	1
67	0595893		Steering, Power Assist w/Tilt Telescoping, F450/550	1
68	0788920		Package, Trailer Tow, Ford F450/550 w/XLTPackage, Controller	1
69	0776323		Bumper Extension, 15", Ford Super Duty, F450/F550	1
70	0755766		Tray, Hose, Center, 15" Extd Bumper, Ford Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 19) 100' of 1.75"	1
71	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
72	0013223		Tow Eyes/Hooks, Painted Black - Ford Super Duty	1
73	0795729		Cab, 4-door Crew Cab, Aluminum, 4x4, Ford F-Series	1
74	0796003		Cab Trim, XLT Package w/ 4-Door Crew Cab, Ford F450/550	1
75	0795033		Cab, Interior Trim Level, XLT, Earth Gray, DELETE CARPET, Ford F-Series	1
76	0795958		Grille, Chromed w/XLTPackage, Ford F-Series	1
77	0796132		Mirrors,Telescopic,w/Power Equip Group,w/Signal/Clearance Lamps,Ford Super Duty	1
78	0008974		Step/Running Board Pkg, Alm 4-way, F550, 4-Dr, (Pierce Built)	1
79	0782894		Lights, Cab & Crw Cab Acs Stps, P25, LED, 6Lts, Ford, F450/550	1
80	0695517		Daytime Running Lts, Ford F450/550	1
81	0561626		Air Conditioning, Ford SuperDuty	1
82	0510713		Light, Engine Compt, Commercial Chassis	1
83	0795720		Console, Ford Super Duty, Switches, Radio/Siren, Map Storage	1
84	0791034		Seating Capacity, Cab, 4-Door, Commercial, Ford Super Duty Qty, - 04	4
85	0795138		Seats, Cab, 40-20-40 Cloth Bench, Ford XLT Package	1
86	0602797		Seat, Flex-Fold Flat 60/40 Bench, Cloth, Ford XLTCrew Cab, Non-NFPA 2016	1
87	0602805		Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant	1
88	0602808		Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016	1
89	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
90	0602632		Portable Hand Lt, Provided by Fire Dept, Initial Attack NFPA 2016 Classification	1
91	0695870		Cab Instrumentation, Ford Chassis	1
92	0038471		Emergency Switches on Console, Ford	1
93	0005937		Light, Do Not Move Apparatus, Commercial Chassis Alarm, Do Not Move Truck - No Alarm	1

Line	Option	Type	Option Description	Qty
94	0005926		Light, Open Door - Commercial Std	1
95	0796134		Wiper control, Ford Super Duty	1
96	0745402		Radio AM/FM w/MP3 Player, Sirius, SYNC Ford SD INC w/XLT Trim Pkg	1
97	0669278		Vehicle Information Center, Weldon V-MUX, No Display	1
98	0734854		Collision Mitigation, Not Requested	1
99	0792422		Not Required, Vehicle Data Recorder and Seat Belt Monitor, Ford, Non-NFPA 2017	1
100	0779527		Camera, Pierce, 7" LCD, Rear Camera Only, Ford F-Series Chassis Specific	1
			Location, Camera Monitor - Centered Rearview Mirror Area	
101	0794800		Weldon, V-MUX, Electrical System, Ford	1
102	0794798		Electrical System, Ford, Initial Attack Mini Pumper	1
103	0052956		Single Start, (2), 750 CCA each, Super Duty Ford	1
104	0794796		Selector, Single Start Battery System, Ford	1
105	0579436		Charger, Sngl Sys, Kussmaul, 1200, 091-187-12-Remote, 40 Amp Bar Display	1
106	0787962		Location, Charger, Left Side Over Wheel Compartment, Initial Attack	1
			Location, Battery Chrgr/Cmpr - Ceiling Behind Roll Up Door	
107	0790498		Location, Bat Chrg Ind, Driver's Side Front Bulkhead, Mini Pumper	1
108	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - d) yellow	
			Shoreline Connection - Battery Charger	
109	0785910		Shoreline Location, PMFD Pumper, Initial Attack Mini Pumper	1
			Location, Shoreline(s) - DS Front Bulkhead	
110	0745583		Alternators (Dual), 397 Amp Total, Ford w/Diesel Engine	1
111	0769086		Power Equipment Group, Elect. Windows, Locks, Mirrors, Ford Super Duty	1
112	0794795		Load Manager, Inc w/MUX Electrical System, Ford	1
113	0745574		Cab Lighting, Commercial Chassis, Ford	1
114	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
115	0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Clear	
116	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
117	0664481		Bracket, License Plate & Light, P25 LED	1
118	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
119	0589905		Alarm, Back-up Warning, PRECO 1040	1
120	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
121	0615850		Not Required, Lights Perimeter Pump House	1
122	0768520		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step, Comm Chassis	1
			Control, Perimeter Lts - Parking Brake Applied	
123	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
124	0767308		Light, Visor, HiViz LED, FT-B-46-* LED Brow Lt, Mounted to Lightbar (Not Includ)	1
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Color, Lt Housing HiViz - White	
125	0773313		Lights, HiViz FT-MB-2.18-* LED, 1st	2
			Location - one each side, rear, just below the hatch compartments and above the M6 warning lights	
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - White	
			Scene Light Optics - combination	
126	0748793		Lights, WIn, S44M** 44" 12VDC, RS Body	1
			Location - Right Side Upper Body Centered. Exact location to be determined by Kirkwood Fire Department	
			Qty, - 01	
			Control, Light - Mkr Lt with Headlight Sw	
			Color, WIn Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			LED Module Type - 1 Red Front, 1 Blue Rear	
127	0748795		Lights, WIn, S44M** 44" 12VDC, LS Body	1
			Location - Left Side Upper Body Centered. Exact location to be determined by Kirkwood Fire Department	
			Qty, - 01	

Line	Option	Type	Option Description	Qty
127			Control, Light - Mkr Lt with Headlight Sw Color, Win Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS LED Module Type - 1 Blue Front, 1 Red Rear	
128	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
129	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
130	0645677		Control, Hose Bed Lts - Cup Switch At Rear Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
131	0787447		Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
132	0793223		Pumper, Initial Attack (Mini Pumper), Ford Chassis	1
133	0609872		Overflow, 4" Water Tank, Poly	1
134	0790995		Water Tank, Poly, 250 Gallon, Initial Attack Pumper	1
135	0028107		Not Required, Foam Cell Modification	1
136	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
137	0782514		Hose Bed, No Side Sheets, Standard Capacity, Initial Attack Mini Pumper	1
138	0527522		Hose Bed Capacity,NFPA Minimum,(400'/1.50" and 300'/2.50") Initial Attack	1
139	0059656		Divider, Hose Bed, .25" Unpainted, PMFD	1
140	0795299	SP	Qty, Hosebed Dividers - 1 Hose Restraint, Hose Bed, Vinyl, 2-Piece Top and Rear, Tether Bar Rear Flap Color, Vinyl Cover - a) red Type of fastener - Velcro - Sides of Hosebed Type of fastener, Front - Awning rail (aluminum retainer) - Front Hosebed	1
141	0013534		Not Required, Running Boards	1
142	0787460		Tailboard/Rear Step,12", Intital Attack Mini Pumper	1
143	0738719		Wall, Rear, Body Material, Aluminum Treadplate Center, Mini Pumper	1
144	0787865		Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
145	0787859		Tow Eyes, (2) Under Bumper/Tailboard, Utility/Rescue/Mini w/Ford Chassis	1
146	0793219		Construction, Compt, Alum, Initial Attack Mini Pumper	1
147	0793218		LS, Initial Attack Mini Pumper, w/Roll-up Doors	1
148	0792860		RS, Intital Attack Mini Pumper, w/Roll-up Doors	1
149	0692771		Compt, Rear, Initial Attack Mini Pumper, Roll-up Door	1
150	0616670		Doors, Gortite, Roll-up,Annodized or Painted Side and Rear Compartments Qty, Door Accessory - 07 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	7
151	0778160		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts 144.00" Hatch, 23.5" Width, Painted, w/Top and Rear Access, Mini Pumper	2
152	0687135		Location, Hatch Compt - Both Sides Qty, Hatch Compt - 2 Door, Material & Finish, Storage - Painted Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard	4
153	0784645		Shelf Tracks, Unpainted Qty, Shelf Track - 04 Location, Shelf Track - LS1, LS2, RS1 and RS2	4
154	0083986		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted, Mini Pumper Qty, Shelf - 04 Location, Shelves/Trays, Predefined - RS1-Centered, RS2-Centered, LS1-Centered and B1-Upper Third	4
155	0647091		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj Qty, Tray (slide-out) - 04 Location, Tray - LS2 and RS2	2
156	0679241		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 02 Location, Tray Slide-Out, Floor Mounted - RS1 and LS1 Material Finish, Tray - Painted - Spatter Gray	2
			Toolboard, Alum, Adj, .188", No Holes, Added to Slide-Out Tray location - to be determined by Kirkwood Fire Department Qty - 2 Finish, Pegboard/Toolboard - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
157	0076795		Bracket, SCBA, Zico, ULLH, Load & Lock, Mounted Location - to be determined by Kirkwood Fire Qty, Comp. Accessory - 02	2
158	0062168		Cable Release, Tilt Tray, IAT Std Latches Location - Qty, Comp. Accessory - 04	4
159	0004015		Trim, Alum Treadplate on Lower Body	1
160	0783581		Fender Crowns, Rear, S/S, Initial Attack Mini Pumper	1
161	0519849		Not Required, Hose, Hard Suction	1
162	0791013		Not Required, Handrails, Side Pump Panels, Mini Pumper	1
163	0791010		Handrail, Rear of Body - Mini Pumper	1
164	0082756		Handrail, Rear, Below Hose Bed	1
165	0792859		Compt, Storage in Fender Panel, Mini Pumper, Light Rescue/Utility Qty, - 02 Location, driver's/passenger's/center - Left & Right Door, Material & Finish, Storage - Polished S/S Latch, Air Bottle Compt - Southco C2 Chrome Raised	2
166	0069225		Ladder, 12' Duo-Safety 1000A 2-Sect Qty, - 1	1
167	0074231		No Roof Ladder Req'd	1
168	0786065		Ladder Storage, Banked, Inside Hatch Compt, Mini Pumper Location, driver's/passenger's/center - passenger's	1
169	0602872		Pike Pole, 6', Initial Attack, Provided by Fire Department, NFPA 2016	1
170	0040506		Tubes, Alum, Pike Pole Storage, PMFD Qty, Pike Pole Tubes - 01 Location, Pike Pole - Ladder Storage Compt	1
171	0064388		No Steps Front of Body	1
172	0592994		Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
173	0724153		Step, Folding - Extra, Body Only, w/LED, Trident Qty, Folding Step - 02 Location, Additional Step - to be determined by Kirkwood Fire Department Coating, Step - luminescent	2
174	0792706		Pump House/Module, Initial Attack Mini Pumper	1
175	0092531		Not Required, Pump House Structure	1
176	0794745		Pump, Waterous, CXC20, 1500 GPM, Single Stage, Initial Attack Mini Pumper	1
177	0004482		Seal, Mechanical, Waterous	1
178	0559769		Trans, Pump, Waterous C20 Series	1
179	0635600		Pumping Mode, Stationary Only	1
180	0782080	SP	Pump Shift, Air, With Manual Override, MidShip, Interlocked, Mini Pumper	1
181	0596171		Transmission Lock-up, Ford	1
182	0004547		Auxiliary Cooling System	1
183	0014486		Not Required, Transfer Valve, Stage Pump	1
184	0746511		Valve, Relief Intake, TFT Pressure Setting - 125 psig	1
185	0564941		Controller, Pressure, FRC, Pump Boss, PBA200	1
186	0641743		Primer, Waterous, VPO Motor, (1) VAP Valve, (1) Push Button Control	1
187	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
188	0602490		Plumbing, Stainless Steel and Hose, Single Stage Pump, Mini Pumper	1
189	0089437		Plumbing Without Foam System	1
190	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
191	0034650		Pump Suction Tube(s), Short, Left Side	1
192	0034651		Pump Suction Tube(s), Short, Right Side	1
193	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
194	0084610		Valves, Akron 8000 series- All	1
195	0537164		Valve, Inlet(s) Recessed, Side Cntrl, PMFD Series Qty, Inlets - 1	1
196	0004700		Control, Inlet, at Valve	1
197	0004660		Inlet (1), Left Side, 2.50"	1
198	0029147		Not Required, Inlet, Right Side	1
199	0505132		Anode, Zinc, Pair, Pump, 1-Inlet & 1 Discharge Side	1
200	0092569		No Rear Inlet (Large Dia) Requested	1

Line	Option	Type	Option Description	Qty
201	0064116		No Rear Inlet Actuation Required	1
202	0092696		Not Required, Cap, Rear Inlet	1
203	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
204	0092568		No Rear Auxiliary Inlet Requested	1
205	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
206	0774926		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, Mini Pumper	1
207	0034910		Tank Fill, 1.5" Initial Attack Pumper	1
208	0787911		Control, Outlets, Swing Control, Vertical Actuation, Initial Attack Mini Pumper	1
209	0755799		Outlet, Left Side, 2.50", Mini Pumper	2
			Qty, Discharges - 02	
210	0786146		Not Required, Elbow, Left Side Outlets, 2.50", Initial Attack Mini Pumper	1
211	0092570		Not Required, Outlets, Left Side Additional	1
212	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
213	0755792		Outlet, (1), Right Side, 2.50", Mini Pumper	1
			Qty, Discharges - 01	
214	0786143		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH, Mini Pumper	1
215	0092571		Not Required, Outlets, Right Side Additional	1
216	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
217	0755791		Outlet, 4" w/3" Akron Valve, Right, Mini Pumper	1
218	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
219	0755788		Outlet, Front, 1.50" w/2" Plumbing, Mini Pumper	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
220	0092575		Not Required, Outlet, Rear	1
221	0045099		Not Required, Elbow, Rear Outlets	1
222	0092574		Not Required, Outlet, Rear, Additional	1
223	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
224	0621294		Outlet, Front of Hose Bed, 2.50", Initial Attack Mini Pumper	1
			Qty, Discharges - 01	
			Location, Outlet - low	
			Location, driver's/passenger's/center - RS	
225	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
226	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
227	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
228	0029106		Not Required, Deluge Outlet	1
229	0029302		No Monitor Requested	1
230	0029304		No Nozzle Req'd	1
231	0029107		No Deluge Mount	1
232	0784717		Crosslays Not Available, Initial Attack Mini Pumper	1
233	0029196		Not Required, 2.50" Crosslay	1
234	0500535		Not Required, Hose Restraint, Crosslay	1
235	0776365		Speedlays, (2) 1.5", w/ Poly Trays, Side Control, Std Capacity, Initial Attack	1
236	0745259		Hose Restraint, Speedlay, Not Required, Initial Attack Mini Pumper	1
237	0754834		Reel, Booster, Aluminum, Rear Compt, w/Rollers on Body Bulkheads, Mini Pumper	1
238	0005279		Switch, Reel Rewind - One at Reel	1
239	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
240	0005244		Capacity, Hose Reel 200' of 1"	1
241	0007076		Nozzle(s), Akron 1702 1.00"	1
242	0691992		Not Required, Foam System, Mini Pumper	1
243	0012126		Not Required, CAF Compressor	1
244	0552517		Not Required, Refill, Foam Tank	1
245	0042573		Not Required, Foam System Demonstration	1
246	0045465		Not Required, Foam Tanks	1
247	0091110		Not Required, Foam Tank Drain	1
248	0091079		Not Required, Foam Tank #2	1
249	0091112		Not Required, Foam Tank #2 Drain	1
250	0738072		Approval Dwg, Pump Panel(s), Not Required	1
251	0032476		Pump Panel Configuration, Mini Pumper	1
252	0790986		Material, Pump Panels, Side Control, Brushed S/S, Mini Pumper	1

Line	Option	Type	Option Description	Qty
253	0005578		Panel, Pump Access - Right Side Only, Side Control	1
254	0071130		Light, Pump Compt, PMFD	1
255	0505599		Gauges, Engine - Pump Panel, Included with FRC Pump Boss Control	1
256	0005601		Throttle, Engine, Incl'd w/Press Controller	1
257	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
258	0035630		[No engine indicator light @ Pump Panel]	1
259	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
260	0510449		Gauges, 3.50" Master, Class 1, 30"-0-600psi	1
261	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
262	0062856		Gauge, Water Level, Class 1, Pierce Std.	1
263	0006774		Not Required, Foam Level Gauge	1
264	0791082		Pump Control Lighting, Mini Pumper	1
265	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
266	0065405		Location, Electronic Siren, With Console, Ford, PMFD	1
267	0748306		Control, Elec Siren, Multi Select	1
268	0748292		Control, Elec Siren, Push Button Sw, RS	1
269	0748297		Control, Elec Siren, Horn Ring	1
270	0774117		Speaker, Wln, SA315P, Mounted Behind Bumper, 100 watt, Ford Extended Bumper	1
			Qty, Speakers - 1	
			Connection, Speaker - siren head	
271	0774095		Location, Recessed in Extended OEM Bumper, Ford F-Series	1
			Location, - driver's side	
272	0746353		Not Required, Warning Lights Intensity	1
273	0606714		Lightbar, Wln, Freedom IV-Q, 60", RR_R_W__W_R_RR	1
			Filter, Whl Freedom Ltbrs - No Filters	
274	0098344		Bracket, Lightbar, 5" High, 2" Higher Than Standard, Painted	1
			Fill in Blank - for clearance for the Hi-Viz scene light - option # 767308.	
275	0798561		Light Mounting, Painted, Recessed Enclosure for HiViz Lights	2
			Qty, - 02	
			Location 1 - one each side upper body for Hi-Viz lights	
276	0540357		Lights, Front Zone, Wln M4* LED, Colored Lens, Comm	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
277	0020909		ABS SYSTEMS, Commercial	1
278	0540666		Lights, Side Zone Lower, Wln M4*C LED, Clear Lens 2pr	1
			Location, Lights Rear - (1) each side of the rear fender panel	
			Location, Lights Front Side - a)each side engine hood	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Red	
279	0564655		Lights, Rear Zone Lower, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
280	0541152		Lights, Rear/Side Up Zone, Wln M6*C LED, Clear Lens 4lts	1
			Flange Kit, 2pr - w/with a flange	
			Color, Lt, Side Rear Upper DS - Red	
			Color, Lt, Side Rear Upper PS - Red	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Red	
281	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
282	0655365		Not Required, Rear Warning Lights Bracket	1
283	0777448		Receptacle Strip, 15A 120V 5-Place 90 Deg, Sentrex M5S, Surge Protection, Int Bd	2
			Qty, - 02	
			Location 1 - to be determined by Kirkwood Fire	
			AC Power Source - Shoreline	
284	0519934		Not Required, Brand, Hydraulic Tool System	1
285	0649753		Not Required, PTO Driven Hydraulic Tool System	1
286	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
287	0602522		NFPA Required Loose Equipment, Initial Attack, NFPA 2016, Provided by Fire Dept	1
288	0602403		Soft Suction Hose, Provided by Fire Department, Initial Attack Classification	1
289	0027023		No Strainer Required	1
290	0602537		Extinguisher, Dry Chemical, Initial Attack,NFPA 2016,Provided by Fire Department	1

Line	Option	Type	Option Description	Qty
291	0602358		Extinguisher, 2.5 Gal.Press Water,Initial Attack,NFPA 2016,Provided by Fire Dept	1
292	0602661		Axe, Pickhead, Initial Attack, Provided by Fire Department, NFPA 2016	1
293	0607712		Paint Process / Environmental Requirements, PMFD	1
294	0614467		Paint, #516 Ford Race Red, w/ Ford Chassis	1
			Paint Color, Commercial, Std - #516 Ford Race Red	
295	0614466		Chassis Cab Paint, Ford Race Red (Pierce #516)	1
			Paint Color, Commercial, Std - #516 Ford Race Red	
296	0583915		No Two-Tone Paint Req'd	1
297	0582663		Paint, Chassis Frame Assy, Black, by Commerical Chassis Mfgr	1
298	0651185		Paint, Wheels, NOT REQUIRED - ALUMINUM WHEELS, Commercial	1
299	0651164		Wheels, Accent Stripe NOT REQUIRED	1
300	0007230		Compartment, Painted, Spatter Gray	1
301	0544074		Reflective Band, 4"	1
			Color, Reflect Band - A -	
302	0007357		Reflective on Front Bumper	1
303	0544952		Stripe, Chevron, Rear, Diamond Grade, Hawk, Mini Pumper	1
			Color, Rear Chevron DG -	
304	0065785		Stripe, Reflective, Cab Drs Interior, Commercial Cabs, 4dr	1
			Color, Reflective - a) white	
305	0027286		Not Required, Lettering Specs	1
306	0007472		[Lettering not Requested]	1
307	0086023		Undercoating, Cab & Body, PMFD	1
308	0766245		Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product	1
309	0766243		Manual on USB Flash Drive, Service, Commercial	1
310	0002902		Manual, Commercial Chassis Operation	1
311	0080008		Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008	1
312	0681677		Warranty, Basic Vehicle, 3 yr or 36,000 Mi/58,000 Km, Ford	1
313	0595282		Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial	1
314	0695416		Warranty, Pierce Camera System, WA0188	1
315	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
316	0060356		Warranty, Transmission, Standard Ford	1
317	0596027		Warranty, Structure, 2 Year, Mini Pumper, WA0001	1
318	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
319	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
320	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
321	0641372		Warranty, Foam System, Not Available	1
322	0688009		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
323	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
324	0593921		Not Required, Warranty, No Lettering	1
325	0683627		Certification, Vehicle Stability, CD0156	1
326	0602844		Certification, Cab Integrity, Not Provided, Commercial Chassis, Non-NFPA 2016	1
327	0545073		Amp Draw Report, NFPA Current Edition	1
328	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
329	0000026		Mini Pumper	1
330	0000015		FLORIDA DIVISION COMMERCIAL CHASSIS	1
331	0004713		ENGINE, OTHER	1
332	0020011		WATEROUS PUMP	1
333	0020009		POLY TANK	1
334	0028047		NO FOAM SYSTEM	1
335	0020006		SIDE CONTROL	1
336	0020007		AKRON VALVES	1
337	0658751		PUMPER BASE	1



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

October 19, 2021

Fire Chief James Silvernail  
City of Kirkwood  
11804 Big Bend Road  
Kirkwood, MO 63122

Subject: **Proposal for One (1) Pierce Ford Mini Pumper  
Proposal / Bid #905 – Stock #36793**

Dear Chief Silvernail,

With regard to the above subject, please find attached our completed proposal.

**Pricing Summary:**

Sale Price – **\$332,895.00\***  
*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**Terms and Conditions:**

Taxes – Not Applicable  
Freight – F.O.B. – Bradenton, FL / Delivery to Kirkwood, MO  
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL).  
Delivery – Estimated June 2022 from receipt and acceptance of contract.

***Stock Unit – Availability is subject to prior sale***





PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 30 days. *Stock unit subject to prior sale.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 913.220.3251 or [dan.mcdonnell@macqueengroup.com](mailto:dan.mcdonnell@macqueengroup.com).

We wish to thank the City of Kirkwood for the opportunity to submit our proposal.

Respectfully,

*Dan McDonnell*

Dan McDonnell  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group

## Laurie Asche

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**From:** test123 <gregghilleren@gmail.com>  
**Sent:** Wednesday, October 6, 2021 11:17 AM  
**To:** Laurie Asche  
**Subject:** Kirkwood Optimist Tree Lot

Caution! This message was sent from outside your organization.

Hello Laurie. It's Gregg and it's already that time of year again. As our Lot Chairman, I would like to request Permission by the Kirkwood City Council to operate our fund raising Christmas Tree Lot at North Middle School again this year. I have received the approval from Mike Romah at the school district office.

With the Councils approval, we would build the lot Saturday Nov. 13<sup>th</sup> and receive our Tree delivery and open up for sales Nov. 20<sup>th</sup>. Our operating hours would be 4pm to 9pm Monday thru Friday. Saturday and Sunday we would be open from 9am to 9pm. The Lot would be cleaned up and everything of ours moved off the school lot shortly after selling out of Christmas Tree's. Probably a week or so before Christmas.

Our Club really appreciates your consideration of this request. Typically our profits all go to children related needs within our community. We have two scholarships we give out to needs based seniors at the high school as well, for \$2000.00 each.

Thank you very much,  
Sincerely,  
Gregg Hilleren  
314-605-5185

Sent from Mail for Windows