



City of Pevely

401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HERBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT A SPECIAL MEETING AT 5:00 P.M. ON JANUARY 28, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINED TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

Board of Aldermen Closed Meeting

Special Note: This meeting will be recorded.

The meeting will take place on January 28, 2019 at 5:00 P.M.

Agenda

PLEDGE OF ALLEGIANCE
ROLL CALL
CLOSED SESSION

THE TENTATIVE AGENDA OF THIS MEETING ALSO INCLUDED A VOTE TO CLOSE PART OF THIS MEETING PURSUANT TO SECTION 610:021; PARAGRAPH (1) LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION AND PARAGRAPH (2) LEASING, PURCHASE OR SALE OF REAL ESTATE AND PARAGRAPH (3) HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES AND PARAGRAPH (13) INDIVIDUALLY IDENTIFIABLE PERSONNEL RECORDS, PERFORMANCE RATINGS OR RECORDS PERTAINING TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT.

OPEN SESSION
ADJOURN

All copies of all ordinances proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only pursuant to RSMo. 79.130.

Posted On: 1/25/2019 1:22:12 PM By: Cheyenne Koch, Deputy City Clerk



City of Pevely

401 Main Street Pevely, Missouri 63070

A PUBLIC NOTICE IS HEREBY GIVEN THAT THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, WILL CONDUCT ITS REGULARLY SCHEDULED BOARD OF ALDERMEN MEETING AT 7:30 P.M. ON JANUARY 28, 2019 AT PEVELY CITY HALL, 401 MAIN STREET, TO CONSIDER AND ACT UPON THE MATTERS ON THE FOLLOWING TENTATIVE AGENDA AND SUCH OTHER MATTERS AS MAY BE PRESENTED AT THE MEETING AND DETERMINE TO BE APPROPRIATE FOR DISCUSSION AT THAT TIME.

Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting will take place on January 28, 2019 at 7:30 P.M.

Agenda

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Citizen's Comments**

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out a "Request to Speak" form and give it to the City Clerk prior to the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Alderman during Citizen's Comments will be given."

4. **Consent Agenda**

- a. Approval of Agenda
- b. David Bewig – Property Lines and Trees

5. **Ordinances**

- a. Bill #1478 – 2nd Reading
An ordinance of the City of Pevely, Missouri, authorizing the Mayor to execute an intergovernmental agreement for animal control assistance and animal sheltering facility services between Jefferson County, Missouri and the City of Pevely, Missouri and incorporating said agreement as part of this ordinance.
- b. Bill # 1479 – 2nd Reading
An ordinance of the City of Pevely, Missouri authorizing the Mayor of the City of Pevely, Missouri to appoint Nathan Schauf as City Administrator and to enter into and execute an employment contract with Nathan Schauf as the City Administrator of the City of Pevely, Missouri.
- c. Bill # 1480 – 2nd Reading
An ordinance authorizing the Mayor of the City of Pevely, Missouri to enter into a prisoner service agreement with the City of Herculaneum, Missouri.



City of Pevely

401 Main Street Pevely, Missouri 63070

- d. Bill #1481 – 2nd Reading
An ordinance of the City of Pevely, Missouri authorizing the Mayor of the City of Pevely, Missouri to enter into and execute an agreement with Gregory P. White for services as special City Attorney.
- e. Bill #1482 – 1st Reading
An ordinance amending the Fiscal Year 2019 budget for operations for the City of Pevely, Missouri, in the amounts and for the accounts as shown on exhibit “A” attached hereto.
- f. Bill #1483 – 1st Reading
An ordinance approving the transfer of eight percent (8%) of the annual gross receipts from the water and sewer revenues to the general fund with the caveat that all such funds will be used for streets within the City of Pevely, Missouri.
- g. Bill # 1484 – 1st Reading
An ordinance of the City of Pevely to authorize an intergovernmental agreement between Jefferson County, Missouri specifically the department of the County Assessor and the City of Pevely, Missouri for the purpose of utilization of geographic information systems data.

6. Resolutions

7. Appointments

- a. Motion: To appoint Caron Daugherty as member to Planning and Zoning for a 3-year term.
- b. Motion: To appoint Rhonda Gerstner as a member to the Tourism Board for a 1-year term.

8. Bids

- a. Motion: to approve the bid from _____ for audit services for 2018, 2019, and 2020.

9. Motions

- a. Water damage repair at 5th and Walnut Street.
Motion: To approve the bid from Dura Seal Paving Contracting to repair water damage at 5th and Walnut for a total of \$3,887.00
- b. Street Sweeper Lease Purchase
Motion: To approve the bid from _____ to lease the sweeper for ____ months at ____ % for an annual fee of _____.



City of Pevely

401 Main Street Pevely, Missouri 63070

- c. Water Department Mower
Motion: To approve the purchase of a mower from Caldwell Equipment for a total of \$9,050.00
- d. Dispatch Furniture
Motion: To approve the purchase of office furniture for Dispatch for a total of \$2,828.40.
- e. Las Brisas Merchant License
Motion: To approve the new business license for Las Brisas.
- f. Las Brisas Liquor License
Motion: To approve the new liquor license for Las Brisas.

10. Committee Reports

- a. Planning and Zoning
- b. Police Personnel Board
- c. Park Board

11. Administrative Reports

- a. Attorney Westhoff
- b. Captain Miller
- c. Interim City Administrator Amsden
 - a. Alley at W. 3rd Street
 - b. Code of Conduct

12. Council Member Reports

- a. Alderman Markus
- b. Alderman Coulson
- c. Alderman Hahn
- d. Alderman Tucker
- e. Alderman Menkhus
- f. Alderman Pieper
- g. Alderman Arnold
- h. Alderman Brooks
- i. Mayor Haas

13. Adjournment

All copies of all ordinance proposed to be introduced for consideration by the Board of Aldermen meeting are available for public inspection at the Office of the City Clerk.

All ordinances and resolutions are read by caption only, pursuant to RSMo. 79.130.

Posted On: 1/25/2019 1:23:19 PM By: Cheyenne Koch, Deputy City Clerk



City of Pevely

401 Main Street Pevely, Missouri 63070

AGENDA REQUEST FORM

Name: David Bewig
Phone Number: 314.500.3829 Date: 1/18/19
Meeting Date Requested: 1/28/19
Topic for Agenda: Property lines and trees

Synopsis of Topic: property lines and trees.

Signature: Phone

A copy of this form will be attached to the requested meeting's packet.

AN ORDINANCE OF THE CITY OF PEVELY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL ASSISTANCE AND ANIMAL SHELTERING FACILITY SERVICES BETWEEN JEFFERSON COUNTY, MISSOURI AND THE CITY OF PEVELY, MISSOURI AND INCORPORATING SAID AGREEMENT AS PART OF THIS ORDINANCE

WHEREAS, Jefferson County, Missouri has proposed an Agreement to the City of Pevely, Missouri to have Jefferson County provide animal control assistance and animal sheltering to the City of Pevely; and

WHEREAS, the Agreement is for a period of one year, beginning on the date of execution; and

WHEREAS, the City of Pevely wishes to accept the Intergovernmental Agreement for Animal Control Assistance and Animal Sheltering Facility Services, which is attached hereto and incorporated herein:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Pevely is authorized to offer, and if accepted, sign the Agreement to allow Jefferson County, Missouri to provide animal control assistance and animal sheltering to the City of Pevely, Missouri.

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

Section 3. This Ordinance shall not be codified.

READ BY TITLE TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, THIS ____ DAY OF _____, _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Pevely, this ____ day of _____, _____.

Stephanie Haas, Mayor

ATTEST:

Cheyenne Koch, Pevely City Clerk

COPY

Exhibit A
(Proposed Contract is attached)

Motioned: _____
Seconded: _____
Ayes: _____
Nays: _____
Absent: _____

COPY

**To Put Bill #1478 on its 1st Reading
by Caption:**

Motioned: Steve Markus
Seconded: Don Menkhus

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	✓	___
Hahn	✓	___
Markus	✓	___
Coulson	✓	___
Tucker	✓	___
Pieper	✓	___
Brooks	✓	___

Absent: Wendy Arnold

**To Put Bill #1478 on its 2nd Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

**To Accept Bill #1478 on its 1st Reading
by Caption:**

Motioned: Ryan Tucker
Seconded: Eric Pieper

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	✓	___
Hahn	✓	___
Markus	✓	___
Coulson	✓	___
Tucker	✓	___
Pieper	✓	___
Brooks	✓	___

Absent: Wendy Arnold

To Approve Bill #1478:

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

COPY



County of Jefferson

State of Missouri

Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller

County Executive

DEPARTMENT OF COUNTY SERVICES AND CODE ENFORCEMENT

Eric Larson – Director

Web Address: Jeffcomo.org

Planning Division
797-5580 / Fax 797-5598

Code Enforcement Division
797-5310 / Fax 797-5077

Solid Waste Division
797-5036 / Fax 797-6120

Animal Control Division
797-5577 / Fax 948-2522

November 27, 2018

City of Pevely
Attn: City Clerk
401 Main St
Pevely, MO 63070

To whom it may concern:

Enclosed please find a copy of the Intergovernmental Agreement for Animal Control Services with Jefferson County for 2019. This agreement is identical to the agreement entered into between the City and County for 2018. Please cause **3 original copies** of this agreement to be executed by the appropriate parties on behalf of the City and return them to my attention at:

Jefferson County Department of County Services
Attn: Dennis J. Kehm, Jr.
PO Box 100
Hillsboro, MO 63050

COPY

Should you have any questions regarding the agreements or the services offered, please contact Carey Renshaw at 636-797-5389.

Sincerely,

Dennis J. Kehm, Jr.
Assistant Director
County Services and Code Enforcement

**INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL ASSISTANCE
AND ANIMAL SHELTERING FACILITY SERVICES**

This agreement, made and entered into _____, _____ between Jefferson County, Missouri, (hereafter, the "County") and the City of Pevely, Missouri (hereafter, the "City"). The County and the City mutually agree as follows:

WHEREAS, the County enacted an Animal Control ordinance applicable to the unincorporated areas of Jefferson County, Missouri, and, as part of the enforcement and administration of the ordinance, maintains a municipal pound (hereafter, the "Facility") duly licensed pursuant to the Animal Care Facilities Act (hereafter, the "ACFA"); and

WHEREAS, the City enacted an ordinance for the control of animal within the incorporated boundaries of the City, but does not have sheltering facility for its present use; and

WHEREAS, the County and City mutually desire to enter into an agreement where the City may, at their expense, deliver or arrange to be delivered, any animals impounded within the limits of the City to the Facility to be boarded and cared for as required by the ACFA until disposed of by any means prescribed by the ACFA; and

WHEREAS, the County and City mutually agree that due to the threat to both animals and humans of the spread of rabies and other zoonotic diseases by owned, homeless or abandoned animals of a species susceptible to rabies or other forms of bodily harm due to animal attacks, the capture and impoundment of such animals posing a threat to public safety is necessary; and

WHEREAS, the County and City mutually agree that, due to threat to both animals and the public posed by chemical capture methods of capturing animals, the City and County desire that a chemical capture certified County Animal Control Officer provide this last resort capture technique, within the limits of the City, as needed.

NOW THEREFORE: The parties mutually agree as follows, to-wit:

COPY

1. The City may transport animal impounded in accordance with the ordinance of the City to the Facility, at the City's expenses, and have the animals impounded in accordance with the requirements of the ACFA and County facility operations. The city may, during the County's normal business hours, arrange to have the County transport animals impounded by the City in accordance with the ordinance of the City to the Facility. County shall receive from the City and The City shall pay to the County, the amount of Forty Dollars (\$40.00) for each trip made by the County to transport animals captured and impounded by the City.
2. The City may request the County's assistance in the capture of animals that are posing an imminent threat to public safety. For this service, the County shall receive and the City shall pay to the County the amount of Thirty Dollars (\$30.00) per request for routine capture assistance. When the City's efforts to capture an animal that poses a significant threat to public safety have failed, and as a last resort, chemical capture of the animal is required, the City may request a chemical capture certified County Animal Control Officer to perform the chemical capture of the

animals. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal chemically captured.

3. The County shall receive from the City, and the City shall pay to the County, the amount of Twenty Dollars (\$20.00) per day for each animal boarded and cared for by the County. The number of minimum business days of boarding shall be in accordance with the ACFA and other state statutes and Facility operations, as follows:

A. Animals with known owners shall be held by the City and/or County for an accumulated period of not less than ten (10) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

B. Animals without a current rabies vaccination that are known to have bitten another animal or human within the previous ten (10) calendar days, shall be held in quarantine for a period of not less than ten (10) calendar days from the date of the bite, before being humanely euthanized, unless redeemed by their owner within two (2) calendar days of the completion of the rabies quarantine.

C. Stray animals, without a known owner, and that are not known to have bitten another animal or human, shall be held by the City and/or County for an accumulated period of not less than seven (7) business days, before being placed up for a disposition as prescribed by the ACFA, unless redeemed by their owner.

D. Animals whose ownership rights have been relinquished by their owner or animals determined to be feral by City officials shall be subject to immediate disposition as prescribed by the ACFA.

4. The City authorizes and instructs the County to humanely euthanize any animal having been impounded for the minimum number of required days and not reclaimed by its owner and determined by the County to be un-adoptable. The City releases any animal not reclaimed by its owner and determined by the County to be adoptable to the County. The County, at the County's expense, will place the adoptable animal up for adoption or rescue for a period of three (3) calendar days. Any animal not rescued or adopted at the end of this period shall be humanely euthanized. The City shall pay the County the amount of Forty Dollars (\$40.00) for each animal humanely euthanized.

5. If an owner claims an impounded animal, the County shall bill its normal boarding fee to the owner and shall retain the boarding fee received and shall not be required to account further to the City.

6. It is agreed that the County shall not be obligated to enforce its ordinances or the ordinance of the City, or pick up animals in the incorporated limits of the City. The County shall have no obligation to pick up any animals that are impounded by the City, in violation of the City's ordinance, unless when specifically requested to assist the City's animal control or police, or to assist with chemical capture of the animal, as prescribed herein.

COPY

7. City shall indemnify and hold County harmless from and against any and all claims or actions and all expenses and costs (including attorneys' fees) incidental to the defense of any such claims or actions based upon or arising out of damage or injury to persons (including death) or property caused by or sustained in connection with County's performance of this Agreement.
8. The term of this agreement is for one year from the day of its execution. This agreement may be terminated by either party by providing a written notice thirty (30) days in advance.

City:

Mayor

City Clerk

JEFFERSON COUNTY, MISSOURI:

Dennis Gannon, Jefferson County, Missouri, Executive

Attest:

Kenneth B. Waller, County Clerk

By _____

Approved as to form:

_____, County Counselor

COPY

AN ORDINANCE OF THE CITY OF PEVELY, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF PEVELY, MISSOURI, TO APPOINT NATHAN SCHAUF AS CITY ADMINISTRATOR AND TO ENTER INTO AND EXECUTE AN EMPLOYMENT CONTRACT WITH NATHAN SCHAUF AS THE CITY ADMINISTRATOR OF THE CITY OF PEVELY, MISSOURI.

WHEREAS, Mayor of the City of Pevely wishes to appoint Nathan Schauf as the City Administrator of the City of Pevely; and

WHEREAS, the Board of Aldermen of the City of Pevely do hereby approve said appointment; and

WHEREAS, the terms of the Contract of Employment, which is attached hereto and incorporated by this reference, are acceptable to the Board and Nathan Schauf; and

WHEREAS, the Board desires that the Mayor execute the Contract with Nathan Schauf on behalf of the City of Pevely, Missouri;

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen of the City of Pevely hereby consent and approve the appointment of Nathan Schauf as City Administrator by the Mayor.

Section 2. The Contract of Employment of the City Administrator and the terms thereof are hereby adopted and incorporated as part of this Ordinance.

Section 3. Mayor is hereby authorized to execute the Contract of Employment of Nathan Schauf, for services as City Administrator for the City of Pevely, Missouri.

Section 4. This Ordinance shall take effect immediately upon the signature of the Mayor.

Section 5. This Ordinance shall not be published in the Code of Ordinances of the City of Pevely.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Pevely, this ___ day of _____, 2019.

Stephanie Haas, Mayor

ATTEST:

Pevely City Clerk

COPY

**To Put Bill #1479 on its 1st Reading
by Caption:**

Motioned: Don Menkhus
Seconded: Eric Pieper

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	✓	—
Hahn	✓	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Pieper	✓	—
Brooks	✓	—

Absent: Wendy Arnold

**To Put Bill #1479 on its 2nd Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	—	—
Hahn	—	—
Markus	—	—
Coulson	—	—
Tucker	—	—
Pieper	—	—
Brooks	—	—

Absent: _____

**To Accept Bill #1479 on its 1st Reading
by Caption:**

Motioned: Ryan Tucker
Seconded: Larry Coulson

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	✓	—
Hahn	✓	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Pieper	✓	—
Brooks	✓	—

Absent: Wendy Arnold

To Approve Bill #1479:

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	—	—
Hahn	—	—
Markus	—	—
Coulson	—	—
Tucker	—	—
Pieper	—	—
Brooks	—	—

Absent: _____

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EMPLOYMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of January 2019, by and between the City of Pevely, Missouri ("City") and Nathan Schauf ("**City Administrator**").

WHEREAS the Board of Aldermen of the City of Pevely and the Mayor has authorized the hiring of **City Administrator** to fulfill the duties and obligations of City Administrator; and,

WHEREAS, **City Administrator** has expressed his interest and willingness to serve as City Administrator for the City; and,

WHEREAS, **City Administrator** has demonstrated that he is capable, competent, and qualified to perform and discharge the duties of City Administrator.

Now therefore, it is mutually agreed by and between the parties as follows:

1. Term. City hereby employs **City Administrator** in the position of City Administrator under the terms of the contract entered into as of the ____ day of January 2019. Beginning February 20, 2019, the City hereby employs **City Administrator** in the position of City Administrator for a term of two (2) year commencing through and including February 19, 2021, under the following terms. It is contemplated that a new employment contract shall be negotiated every two years, however, the City is under no obligation to do so.
2. Reporting. **City Administrator** shall commence his employment under this Agreement February 20, 2019, and shall devote his efforts, expertise, and services to the City on a full-time basis. **City Administrator** shall report to, and be responsible to, the Mayor, or in the Mayor's absence, such designated member of the Board of Aldermen in the City of Pevely, as he may be directed from time to time.
3. Duties and Responsibilities. **City Administrator's** duties and responsibilities shall include, but not be limited to, day-to-day, oversight and management of all City employees and personnel excluding the Pevely Police Department; reporting to the Mayor and Board and attendance at all Board meetings; attendance at such committee meetings as may, from time-to-time be directed by the Mayor; oversight of all employment matters; oversight and direction for the performance of all City departments and utilities including street department, public works, water and sewer departments, excluding the Police Department; coordination of all City business between the City and Federal, State, and Local officials as from time to time may be necessary; oversight and review of all construction plans and projects presented to the City, whether for public improvements or private construction; determination and oversight of enforcement of City regulations, codes and ordinances (including law enforcement, traffic and criminal violations); interface with Pevely Police Department on such matters as may require law enforcement assistance for the continued efficient operation of City business; oversight and direction for the hiring, disciplining and firing of positions of City employees; advise and direct City employees in the carrying out of the day-to-day duties and operations; be knowledgeable and familiar with all City Codes and Ordinances including all building and construction sites for oversight of the specifications of all construction and improvement projects for the City including the preparation of such requests for proposals and bidding processes and publications; meeting and interaction

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with such agents, developers, engineers, and professional persons as may have business with the City (including law enforcement, Pevely Municipal Ordinance Violations and Pevely Municipal Court); to be on call in the event of the need for emergency services that may from time to time may be required to be provided to the City.

4. Compensation. City agrees to pay **City Administrator** as and for total compensation for the term of this agreement the gross annual salary in the amount of Seventy-Two Thousand and no/100 (\$72,000.00) dollars, paid in increments consistent with the City's normal payroll structure and subject to federal and state withholding, FICA, and such other lawful deductions as may be required. In addition, **City Administrator** will receive all other regular and customary benefits afforded to City employees, including but not limited to, and, if applicable, worker's compensation coverage, vacation days, sick leave, and membership in the Missouri Local Government Employees Retirement System.

5. Expense Allowance. As and for additional compensation, **City Administrator** shall be provided with:

- a. Use of City vehicle including all fuel, maintenance and insurance charges incurred in the use of the vehicle in providing services to the City; and,
- b. Smartphone and use plan; and,
- c. Regular dues for participation/membership in Municipal Organizations, including, but not limited to, the International City/County Management Association and the Missouri City/County Management Association; and,
- d. Reimbursement(s) for qualifying expenses, plus lodging outside the Metro area, in accordance with the Travel Expense and Reimbursement Plan adopted by the City in 2009; and,
- e. Reimbursement of any and all authorized expenses incurred or advanced by **City Administrator** upon presentation of proper documentation and requisition for payment; and,
- f. Regular periodic dues to Rotary, Pevely Lions Club and any other local organizations.

6. Vacation. **City Administrator** shall be entitled to two (2) weeks of vacation annually with regular compensation during the term of this Agreement. In the event **City Administrator** shall be terminated for cause, he shall, nonetheless, forfeit any theretofore unused vacation.

7. Cancellation and Release.

- a. **City Administrator** may cancel this agreement and be fully and completely released from further obligation hereunder, upon the giving of written notice to the City not less than thirty (30) days of the effective date of cancellation. Unless agreed to in writing by the City, **City Administrator** shall continue to fulfill his

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obligations hereunder during such thirty-day (30-day) notice period.

- b. The City may cancel this agreement and terminate **City Administrator** at any time without cause upon the giving of written notice together with severance pay equal to ninety (90) days of regular salary and compensation as set forth in paragraph 4 herein, to commence with the date of the notice of cancellation. **City Administrator** shall not be entitled to any additional compensation or expense allowance as set forth in Paragraph 5 herein, from and after date of notice of cancellation or termination. Except for cause, **City Administrator** may not be terminated without cause during the period commencing with the date of the regular municipal election for candidates and ending ninety (90) days thereafter.

8. Termination for Cause. In the event **City Administrator** shall be terminated for cause, all compensation, additional compensation or expense allowance shall cease effective with the termination. Any theretofore allowable expenses incurred by **City Administrator** not associated in any way with termination for cause, shall be reimbursed by the City at the earliest convenient regular pay period next immediately following termination. Any non- allowable expenses claimed and previously paid to **City Administrator** shall be repaid by **City Administrator** to the City, and failing same, the City shall be entitled to setoff of any such non-allowable expenses against any sums then due **City Administrator**.

Dated: _____

Dated: _____

City of Pevely, Missouri

City Administrator

By: _____

By: _____

Attest: _____

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BILL NO. 1480

ORDINANCE NO. 1480

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF PEVELY,
MISSOURI TO ENTER INTO A PRISONER SERVICE AGREEMENT WITH THE
CITY OF HERCULANEUM, MISSOURI**

WHEREAS, the City of Herculanum, Missouri has proposed an Agreement to the City of Pevely, Missouri to have the City of Pevely provide prisoner services to the City of Herculanum; and

WHEREAS, the Agreement is for a period of one year, beginning on January 1, 2019; and

WHEREAS, the City of Pevely wishes to accept that Agreement To Provide Prisoner Services to the City of Herculanum, which is attached hereto and incorporated herein:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Pevely is authorized to offer, and if accepted, sign the Agreement to provide prisoner services to the City of Herculanum, Missouri.

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

Section 3. This Ordinance shall not be codified.

READ BY TITLE TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, THIS ____ DAY OF JANUARY 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Pevely, this ____ day of January 2019.

Stephanie Haas, Mayor

ATTEST:

Pevely City Clerk

COPY

To Put Bill# 1480 on its 1st Reading
by Caption:

Motioned: Steve Markus
Seconded: Larry Coulson

	Aye	Nay
W. Arnold	_____	_____
Menkhus	✓	_____
Hahn	✓	_____
Markus	✓	_____
Coulson	✓	_____
Tucker	✓	_____
Pieper	✓	_____
Brooks	✓	_____

Absent: Wendy Arnold

To Accept Bill# 1480 on its 1st Reading by:
by Caption:

Motioned: Don Menkhus
Seconded: Larry Coulson

	Aye	Nay
W. Arnold	_____	_____
Menkhus	✓	_____
Hahn	✓	_____
Markus	✓	_____
Coulson	✓	_____
Tucker	✓	_____
Pieper	✓	_____
Brooks	✓	_____

Absent: Wendy Arnold

To Put Bill# 1480 on its 2nd Reading
by Caption:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____
Brooks	_____	_____

Absent: _____

To Approve Bill# 1480:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____
Brooks	_____	_____

Absent: _____

COPY

CARE AND CUSTODY OF PRISONERS AGREEMENT

This agreement made and entered into this ____ day of _____, 2019, by and between the City of Pevely, a Municipal Corporation situated in the County of Jefferson, State Missouri and hereinafter and referred to as Pevely, and the City of Herculaneum, a Municipal Corporation, situated in the County of Jefferson, State of Missouri hereinafter referred to as Herculaneum, hereby mutually agree and covenant as follows, to wit:

Pevely agrees to provide incarceration facilities to Herculaneum for one year, in the following manner and subject to the following provisions:

1. Pevely will make available to Herculaneum incarceration facilities located at the Pevely Police department building City of Pevely, on a 24-hour basis to receive and detain prisoners brought there by the City of Herculaneum Police Department, its officers or agents.

2. Pevely further agrees to make available to Herculaneum photographic and fingerprint facilities, as well as the ITI jail processing system, for the processing of prisoners, provided however, that Herculaneum must furnish the necessary personnel to accomplish said processing.

3. Pevely agrees to provide the necessary meals needed by the prisoners brought to the Pevely detention facility by Herculaneum.

4. Herculaneum agrees to the routine administration of prescription medicine, if so authorized by a person qualified by the laws of the State of Missouri to prescribe said medicine, and any other medical care, except emergency care shall be administered by Pevely.

5. Pevely further warrants that it will use its best efforts to safeguard prisoners delivered to its care by Herculaneum. It shall be the responsibility of Herculaneum to take appropriate measures with respect to any prisoner until such time as the prisoner is incarcerated in the City of Pevely. Except as otherwise herein provided, once the person is incarcerated within the Pevely detention facility, it shall be Pevely's responsibility to confine the inmate, to supervise, discipline and control said inmate, and to provide for the prisoner's well-being. Herculaneum agrees that Pevely may refuse to accept any prisoner in its incarceration facility who is in need of immediate medical or psychological care.

6. Pevely agrees to make available to Herculaneum an approved Department of Health and Senior Services breath testing instrument(s) to determine the blood alcohol concentration of Driving While Intoxicated offenders.

7. In the event that a prisoner, brought to the Pevely incarceration facility by Herculaneum, damages or destroys any part of Pevely incarceration facility or any of its fixtures or furnishings, or if any part of the Pevely incarceration facility must be fumigated, sterilized or otherwise cleaned or repaired because of a prisoner housed for Herculaneum, then Pevely shall promptly notify Herculaneum of the need for such service.

COPY

(A) Pevely shall present a bill for the cost of repair, fumigation, sterilization or cleaning to Herculanum. Herculanum shall promptly remit payment of said bill to Pevely, or Herculanum may repair, fumigate, sterilize or clean that affected portion of the Pevely incarceration facility or Herculanum may promptly submit such claim to Herculanum's insurance company for remediation. Regardless of the option selected by Herculanum, Pevely agrees to fully cooperate with said remediation.

8. Pevely shall bill Herculanum on a quarterly basis for prisoner services with the first payment being due April 25, 2019 from Herculanum and payments billed and paid every three (3) months thereafter, except if terminated earlier pursuant to paragraph 11.

9. Herculanum agrees to pay to Pevely Fifty-Four Thousand Dollars (\$54,000.00) for jail services for one year.

10. Pevely shall bill Herculanum on a quarterly basis for jail services with the first payment due April 25, 2019 and every three (3) months thereafter. The first quarter is for services from January 1st through March 31st, the second quarter is for services from April 1st through June 30th, the third quarter is for services from July 1st through September 30th and the fourth quarter is for services from October 1st through December 31st.

11. Either party may terminate this contract, without cause and at any time, upon at least ninety (90) days written notice by certified mail to the other party. Regardless of the date of notification of the termination, Pevely shall provide services for and Herculanum shall pay for services through the end of the quarter during which the contract is terminated.

12. Herculanum agrees to maintain an umbrella insurance policy covering liability and property damage in the amount of \$2,000,000.00 and name Pevely as an additional insured. Herculanum will provide proof of such coverage before this Agreement takes effect.

13. Herculanum agrees and represents that it maintains two way communication equipment sufficient to communicate with the Pevely to allow Pevely to communicate with the Herculanum Police regarding prisoner issues.

III. SEPARABLE

The provisions of this Agreement are Independent and Separable, so that if any word or phrase, or paragraph shall be deemed void, the remainder shall remain in full force and effect.

IV. MODIFICATIONS

The parties herein mutually agree that this Agreement may not be modified except by a writing signed by both parties.

V. NOT ASSIGNABLE

This Agreement may not be assigned and the rights and responsibilities hereunder may not be assigned, transferred, or delegated.

COPY

VI. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement of the Parties hereto with respect to any of the matters herein provided or hereinafter discussed or mentioned with respect to said services, all promises, representations, and understandings relative thereto being herein merged.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2019.

Mayor of the City of Pevely, Missouri

Mayor of the City of Herculaneum, Missouri

COPY

AN ORDINANCE OF THE CITY OF PEVELY AUTHORIZING THE MAYOR OF THE CITY OF PEVELY, MISSOURI, TO ENTER INTO AND EXECUTE AN AGREEMENT WITH GREGORY P. WHITE FOR SERVICES AS SPECIAL CITY ATTORNEY

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri desire to employ Gregory P. White to act as special counsel for the City of Pevely, Missouri; and,

WHEREAS, the Board wishes to provide for the reasonable compensation of said attorney at \$125.00 per hour with billing in minimum increments of 6 minutes; and,

WHEREAS, those terms are acceptable to the Board and Gregory P. White; and,

WHEREAS, the Board desires that the Mayor execute a Contract with Gregory P. White on behalf of the City of Pevely, Missouri;

THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen of the City of Pevely hereby consent and approve the appointment of Gregory P. White as Special Counsel by the Mayor.

Section 2. The Special Counsel shall be compensated at the rate of \$125.00 per hour with a minimum billing time of 6 minutes.

Section 3. Mayor is hereby authorized to execute a Contract with Gregory P. White for services as Special Counsel for the City of Pevely, Missouri with the terms of compensation as outlined in Section 2 herein.

Section 4. This Ordinance shall take effect immediately upon the signature of the Mayor.

Section 5. This Ordinance shall not be published in the Code of Ordinances of the City of Pevely.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Pevely, this ___ day of _____, 2019.

Stephanie Haas, Mayor

ATTEST:

Pevely City Clerk

COPY

**To Put Bill #1481 on its 1st Reading
by Caption:**

Motioned: Steve Markus
Seconded: Eric Pieper

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	✓	—
Hahn	✓	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Pieper	✓	—
Brooks	✓	—

Absent: Wendy Arnold

**To Put Bill #1481 on its 2nd Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	—	—
Hahn	—	—
Markus	—	—
Coulson	—	—
Tucker	—	—
Pieper	—	—
Brooks	—	—

Absent: _____

**To Accept Bill #1481 on its 1st Reading
by Caption:**

Motioned: Eric Pieper
Seconded: Ryan Tucker

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	✓	—
Hahn	✓	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Pieper	✓	—
Brooks	✓	—

Absent: Wendy Arnold

To Approve Bill #1481:

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	—	—
Menkhus	—	—
Hahn	—	—
Markus	—	—
Coulson	—	—
Tucker	—	—
Pieper	—	—
Brooks	—	—

Absent: _____

COPY

BILL NO. 1482

ORDINANCE NO 1482

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BUDGET FOR OPERATIONS FOR THE CITY OF PEVELY, MISSOURI, IN THE AMOUNTS AND FOR THE ACCOUNTS AS SHOWN ON EXHIBIT "A" ATTACHED HERETO.

WHEREAS, transfers, in lieu of franchise fee, from the water and sewer utilities have been approved by the Board of Aldermen of the City of Pevely; and

WHEREAS, the Mayor and Board of Alderman wish the 2019 budget to reflect these transfers from the water and sewer; and,

WHEREAS, the Mayor and Board of Aldermen deem it desirable to amend the Budget for Operations for Fiscal Year 2019 for the City of Pevely, Missouri, in order to effect reconciliation of the books and accounts on advice of the accountant for the City of Pevely.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI, AS FOLLOWS;

Section 1. That the Mayor and Board of Aldermen of the City of Pevely, Missouri, do hereby amend the Budget for Operations for Fiscal Year 2019 in the amounts and for the accounts as shown on Exhibit "A", attached hereto and incorporated herein as if set forth in full.

Section 2. The Mayor and Board of Aldermen determine that the proposed Budget for Operations for Fiscal Year 2019 meets each requirement of Section 67.040, RSMO 2000 as made and provided in that section.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinctive and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Read twice and passed this ____ day of _____, 2019.

COPY

Stephanie M. Haas, Mayor

ATTEST:

Cheyenne Koch, Deputy City Clerk

COPY

To Put Bill 1482 on its 1st Reading
by Caption:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____

Absent: _____

To Accept Bill 1482 on its 1st Reading by:
by Caption:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____

Absent: _____

To Put Bill 1482 on its 2nd Reading
by Caption:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____

Absent: _____

To Approve Bill 1482:

Motioned: _____
Seconded: _____

	Aye	Nay
W. Arnold	_____	_____
Menkhus	_____	_____
Hahn	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Pieper	_____	_____

Absent: _____

COPY

**CITY OF PEVELY, MISSOURI
2019 BUDGET AMENDMENT #1**

	Budget Amendment #1	Original Budget	Variance
General Fund			
Revenue			
8% Fee Transfer From Water	\$ 75,440	\$ -	\$ 75,440
8% Fee Transfer From Sewer	108,800	-	108,800
	<hr/>	<hr/>	<hr/>
Total Revenue	184,240	-	184,240
Expenditures			
Transfer to City Transportation	184,240	-	184,240
	<hr/>	<hr/>	<hr/>
Total Expenditures	184,240	-	184,240
	<hr/>	<hr/>	<hr/>
Revenue Over (Under) Expenditures	\$ -	\$ -	\$ -
City Transportation Fund			
Transfer from General Fund	\$ 184,240	\$ -	\$ 184,240
	<hr/>	<hr/>	<hr/>
Water Fund			
8% Fee Transfer to General Fund	\$ 75,440	\$ -	\$ 75,440
	<hr/>	<hr/>	<hr/>
Sewer Fund			
8% Fee Transfer to General Fund	\$ 108,800	\$ -	\$ 108,800
	<hr/>	<hr/>	<hr/>

COPY

AN ORDINANCE APPROVING THE TRANSFER OF EIGHT PERCENT (8%) OF THE ANNUAL GROSS RECEIPTS FROM THE WATER AND SEWER REVENUES TO THE GENERAL FUND WITH THE CAVEAT THAT ALL SUCH FUNDS WILL BE USED FOR STREETS WITHIN THE CITY OF PEVELY, MISSOURI

WHEREAS, the Mayor and the Board of Aldermen of the City of Pevely, Missouri find that the operation of the water and sewer systems in and by the City of Pevely are such that if placed in the hand of a public entity, the City would be afforded the payment of a franchise tax from such private entity; and,

WHEREAS, the Mayor and Board of Aldermen have concluded that the Water and Sewer utilities are fiscally sound; and,

WHEREAS, the Mayor and the Board of Aldermen find it in the best interest of the citizens of the City of Pevely to provide for an eight percent 8% transfer from the gross receipts of the water and sewer utilities to the General Fund in lieu of a franchise tax; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Pevely, Missouri, wish to direct the allocation of those funds to the General Fund with the caveat that the all such monies transferred in the year 2019 shall be used for the repair and maintenance of the streets of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDEMREN OF THE CITY OF PEVELY, MISSOURI AS FOLLOWS;

Section 1. The Mayor and Board of Aldermen of the City of Pevely, Missouri, do hereby approve, adopt and order that eight percent (8%) of the gross receipts from the Water and Sewer utilities shall be transferred General Fund.

Section 2. Those funds transferred from the Water and Sewer utilities to the General Fund shall be used exclusively for the repair and maintenance of the streets of the City of Pevely.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinctive and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 5. This ordinance shall not be published in the Code of Ordinances of the City of Pevely.

Read twice and passed this _____ day of _____, 2019.

COPY

Stephanie M. Haas
Mayor of Pevely, MO

ATTEST:

Cheyenne Koch
Deputy City Clerk of Pevely, MO

COPY

**To Put Bill #1483 on its 1st Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

**To Accept Bill #1483 on its 1st Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

**To Put Bill #1483 on its 2nd Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

To Approve Bill #1483:

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

COPY

AN ORDINANCE OF THE CITY OF PEVELY TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI, SPECIFICALLY, THE DEPARTMENT OF THE COUNTY ASSESSOR AND THE CITY OF PEVELY, MISSOURI FOR THE PURPOSE OF UTILIZATION OF GEOGRAPHIC INFORMATION SYSTEMS DATA

WHEREAS, The City of Pevely, Missouri (hereinafter, "City of Pevely") is organized and operated pursuant to Chapter 190 of the Revised Statutes of Missouri; and,

WHEREAS, The Home Rule Charter of Jefferson County, Missouri establishes certain county departments to perform and administer governmental functions of Jefferson County government; and,

WHEREAS, Section 5.1.1.3 of the Home Rule Charter of Jefferson County, Missouri established the Department of the County Assessor as one of said certain county departments; and,

WHEREAS, "City of Pevely" receives and utilizes data and information produced by the Department of the County Assessor, such as zoning data and web applications to operate on their website; and,

WHEREAS, the Department of the County Assessor receives and utilizes data and information produced by "City of Pevely"; and,

WHEREAS, "City of Pevely" and Jefferson County, Missouri, specifically, the Department of the County Assessor, are desirous of entering into an Intergovernmental Agreement wherein the Department of the Assessor would provide information and services to the "City of Pevely", said agreement is hereby attached as Exhibit "A" hereto; and,

WHEREAS, pursuant to Section 70.220 RSMo, such Intergovernmental Agreement are permissible whenever the contracting parties are political subdivisions of the State of Missouri; and,

WHEREAS, Section 70.300 RSMo the execution of contracts, such as said Intergovernmental Agreement, requires a majority vote of the governing bodies of said political subdivisions to authorize; and,

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri, finds that it is now necessary and in the best interest of the City to execute said Intergovernmental Agreement.

BE IT THEREFORE ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PEVELY, MISSOURI AS FOLLOWS:

Section 1. The Mayor of the City of Pevely, Missouri, is authorized to enter into an Intergovernmental Agreement between "City of Pevely" and the Department of the County Assessor of Jefferson County, Missouri. Copies of which are incorporated by this reference as if fully set out herein.

Section 2. The Mayor of the City of Pevely is hereby authorized to execute any agreements or contacts necessary to effectuate the agreement set forth in Exhibit "A", and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies shall be placed on file in the office of the City Clerk of Pevely, Missouri.

COPY

Section 4. This ordinance shall be in full force and effort from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

Read twice and passed this _____ day of _____, 2019.

Stephanie M. Haas
Mayor of Pevely, MO

ATTEST:

Cheyenne Koch
Deputy City Clerk of Pevely, MO

COPY

**To Put Bill #1484 on its 1st Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

**To Accept Bill #1484 on its 1st Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

**To Put Bill #1484 on its 2nd Reading
by Caption:**

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

To Approve Bill #1484:

Motioned: _____
Seconded: _____

	<u>Aye</u>	<u>Nay</u>
W. Arnold	___	___
Menkhus	___	___
Hahn	___	___
Markus	___	___
Coulson	___	___
Tucker	___	___
Pieper	___	___
Brooks	___	___

Absent: _____

COPY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
PEVELY AND THE DEPARTMENT OF COUNTY ASSESSOR,
JEFFERSON COUNTY, MISSOURI**

This Intergovernmental Agreement (hereinafter, the "Agreement"), made and entered into by and between City of Pevely, (hereinafter, "City") and the Department of County Assessor, Jefferson County, Missouri, (hereinafter, "Assessor").

WHEREAS, pursuant to Sections 70.210 et seq. R.S.Mo, the governing bodies of political subdivisions may contract and cooperate for the development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, City and Assessor have and use certain information for the production of maps, mapping materials, GIS services, and web application for zoning maps; and

WHEREAS, City has requested the Assessor to create by utilization of Geographic Information Systems data certain maps to be utilized by the City for zoning purposes; and,

WHEREAS, City has agreed to compensate Assessor for the services provided at the rate of Thirty-Nine Dollars (\$39.00) per hour;

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties, it is agreed as follows:

1. City and Assessor shall:

Furnish to each other, in a mutually agreeable format, all information contributing to the preparation and/or production of maps or mapping materials.

2. Term

This Agreement shall commence on the latest of the signature dates specified below and shall continue, unless terminated sooner as provided hereunder, for a period of 12 months, automatically renewing for successive 12-month periods unless terminated as provided herein.

3. Compensation

City shall compensate Assessor for the services provided at the rate of Thirty-Nine Dollars (\$39.00) per hour. Assessor shall provide an invoice detailing services provided to City and such invoice shall be sent to: City Administrator, City of Pevely, 401 Main Street, Pevely, Missouri 63070.

COPY

4. License:

Assessor shall produce a zoning map for the City and by signature hereto does grant the City the limited license to use such map for web applications and business development.

5. Indemnification/Hold Harmless:

City and Assessor shall indemnify and hold harmless each other, including their respective agents, employees and assigns, from every expense, liability or payment including legal fees, arising out of such damages or injuries resulting from the other's performance under this Agreement. The information contained in the maps produced by Assessor for City will be created with information provided by City and City assumes all responsibility and liability for the accuracy of such information.

6. Amendments:

Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of City and Assessor.

7. Assignment:

Neither City nor Assessor shall assign, transfer or delegate any interest in the Agreement without the prior written consent of the other party.

8. Termination:

City and/or Assessor may cancel this Agreement upon the formal action of the respective legislative body or appointing authority.

9. Law of Missouri To Govern:

This Agreement shall be construed according to the laws of the State of Missouri. City and Assessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

10. Venue:

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

11. Section Headings:

All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

12. Sole Beneficiary:

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Assessor.

13. Authority to Execute:

City and Assessor shall each enact an ordinance resolution or take such other actions as allowed by law to authorize the execution of the Agreement. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Dated and effective _____.

DEPARTMENT OF COUNTY
ASSESSOR:

CITY OF PEVELY

By: _____

By: _____

Printed Name

Printed Name

Title

Title

ATTEST: _____

ATTEST: _____

COPY

ckoch@cityofpevely.org

From: Bryan Lindsey <blindsey@cityofpevely.org>
Sent: Monday, January 14, 2019 10:09 AM
To: Cheyenne Koch
Subject: Fwd: City of Pevely Planning & Zoning Commission

Get [Outlook for Android](#)

----- Forwarded message -----

From: "Steve Markus" <smarkus@cityofpevely.org>
Date: Fri, Jan 11, 2019 at 5:39 PM -0600
Subject: Fwd: City of Pevely Planning & Zoning Commission
To: "Bryan Lindsey" <blindsey@cityofpevely.org>

COPY

Sent from my iPhone

Begin forwarded message:

From: Sean Westhoff <seanwesthoff@westhofflaw.com>
Date: January 10, 2019 at 2:07:20 PM CST
To: Steve Markus <smarkus@cityofpevely.org>
Subject: Re: City of Pevely Planning & Zoning Commission

Nice.

Sean W. Westhoff
Breeze, Westhoff, Nguyen & Elpers, LC
2171 Lone Star Drive
Arnold, Missouri 63010
(636) 296-8383
(636) 231-5986

seanwesthoff@westhofflaw.com

Please note: Email communication is not a secure method of communication; any email sent to you by our firm, or by you to our firm may be copied and held by various unauthorized computers as the communication is transmitted; and persons not participating in our communication may intercept our communications by improperly accessing your computer or the computers of Breeze, Westhoff, Nguyen & Elpers, LC or even a computer unconnected to either of us. If you elect not to receive further email communications from our office, please notify us at (636) 296-8383

On Thu, Jan 10, 2019 at 2:01 PM Steve Markus <smarkus@cityofpevely.org> wrote:
I think we have one.

Sent from my iPhone

Begin forwarded message:

From: Caron Daugherty <cdaugherty@jeffco.edu>
Date: January 10, 2019 at 8:25:46 AM CST
To: smarkus@cityofpevely.org
Subject: City of Pevely Planning & Zoning Commission

Good morning, Steve. This email is the follow-up to our conversation at the ECD meeting Wednesday morning. I am interested in serving on the Planning & Zoning Commission. Please direct me to the next steps. I have reviewed (quickly) the City of Pevely's "Land Use" section of the online code book, scanning the commission membership and seeing the chapters related to the Planning & Zoning Commission's purview.

I look forward to hearing back from you regarding my next steps.

Thank you.

Caron

COPY

Dr. Caron Daugherty

Vice President for Instruction

Jefferson College | 1000 Viking Drive | Hillsboro, MO 63050

636 • 481 • 3300



Relator • Context • Strategic • Arranger • Includer

What are you reading? Finished *The Tortilla Curtain* by T.C.Boyle (1995); reading *The Power of Habit: Why We Do What We Do in Life and Business* by Charles Duhigg (2012)



City of Pevely Tourism Board Application

Voluntary Board Member Information

Full Name: RHONDA GERSTNER
 Address: 9724 Woodland Drive, Hillsboro MO 63050
 Public Phone: 314-971-3378
 Public Email: rgerstner@hiexfestus.com

Please be advised that all members of the Tourism Commission shall be residents of the County of Jefferson, Missouri, and that the Members of the Tourism Commission will serve without compensation.

Please check all of the following that apply:

COPY

- Representative of the Hotel and Motel Industry
- Currently **Active** in the Tourism Industry
- Member of Local General Business Interests in the City of Pevely
- Current member of the City of Pevely Board of Aldermen

Please explain why you would like to be a part of the tourism commission.

I believe my 30+ years experience in the lodging industry and a Jefferson County resident for the past 35 years would make me a good candidate to set on your board. I am the General Manager of the Holiday Inn Express + Suites of Festus for the past 8 years.
I am a member of JCGA and Twin City Chamber.
I have a vested interest in seeing your city and surrounding cities of Festus grow and make good choices for our communities to make our tourism business grow to its fullest potential. Thank you for your consideration!

Signature: Rhonda Gerstner

Date: 8/20/18

12/31/2018 12/31/2019 12/31/2020 3 Year Total

Fick, Eggermeyer & Williamson CPAs

Single Audit	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000
	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>6,000</u>
Total	<u>\$ 14,000</u>	<u>\$ 14,000</u>	<u>\$ 14,000</u>	<u>\$ 42,000</u>

Crouch, Farley & Heuring PC CPAs

Single Audit	\$ 13,750	\$ 14,250	\$ 14,750	\$ 42,750
	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>6,000</u>
Total	<u>\$ 15,750</u>	<u>\$ 16,250</u>	<u>\$ 16,750</u>	<u>\$ 48,750</u>

Maloney, Wright & Robbins CPAs

Single Audit	\$ 22,000	\$ 22,750	\$ 23,500	\$ 68,250
	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>12,000</u>
Total	<u>\$ 26,000</u>	<u>\$ 26,750</u>	<u>\$ 27,500</u>	<u>\$ 80,250</u>

Van de Ven CPAs

Single Audit	\$ 29,500	\$ 30,680	\$ 31,900	\$ 92,080
	<u>3,000</u>	<u>3,250</u>	<u>3,500</u>	<u>9,750</u>
Total	<u>\$ 32,500</u>	<u>\$ 33,930</u>	<u>\$ 35,400</u>	<u>\$ 101,830</u>





City of Pevely

401 Main Street Pevely, Missouri 63070

AGENDA REQUEST FORM

Name: Wade Amiden

Phone Number: _____ Date: 1/16/19

Meeting Date Requested: 1/28/19

Topic for Agenda: WATER DRAINAGE REPAIR @ 5th & WAL-NUT ST.

Synopsis of Topic:

WATER DOES NOT DRAIN TO CATCH BASINS
NEW STREET & GUTTER NEEDS CUT OUT & GRATES PUT IN WITH
PIPING TO CATCH BASINS ON EACH SIDE OF 5th ST. AT WAL-NUT

Signature: Wade Amiden

A copy of this form will be attached to the requested meeting's packet.



December 7, 2018

City of Pevely
301 Main Street
Pevely, MO 63070

Ponding water on 5th Street

Dear Mr. Ebmeier,

I have prepared a price to fix the ponding water on 5th street. We propose to add 3 metal grate drains in the concrete curb and connect them to existing culvert pipes on the north and south side of 5th street near Walnut.

South Side: Remove 3' section of curb & gutter. Install metal grate and connect into nearby concrete pipe. Replace concrete around new drain, pour a concrete collar around pipe then restore dirt, seed straw.

North Side: Remove (2) sections of curb & gutter approximately 3' long. Install 2 metal grates in the concrete curb line in the 2 low spots, place schedule 40 pipe and connect into the storm sewer manhole at 5th & Walnut. Replace concrete around each drain and restore the dirt, seed straw.

Material \$ 1,250.00
Labor \$ 1,560.00
Equipment \$ 577.00
Mark up \$ 500.00
Total \$ 3,887.00

COPY

This price may vary depending on materials. We will adjust the invoice to reflect actual cost plus mark up. We will not know the exact material needs until we expose the existing structures.

Please notify us if you would like this work performed.

If you have any questions please contact me on my cell phone 314-401-0344

Sincerely, 

Michael T. Manion
Senior Project Manager
Dura Seal Paving Contractor
mike@durasealpaving.com

ASPHALT-CONCRETE-PAVEMENT MAINTENANCE
7026-A Highway 61/67 Barnhart, MO 63012 Phone 636-464-1733 Fax 636-464-7212
Accept payments by cash or check, we do not accept credit cards



City of Pevely

401 Main Street Pevely, Missouri 63070

AGENDA REQUEST FORM

Name: Wade AMSDEN

Phone Number: _____ Date: 1-16-19

Meeting Date Requested: 1-28-19

Topic for Agenda: EQUIPMENT PURCHASES

Synopsis of Topic:

STREET SWEEPER LEASE PURCHASE ;
MOWER (WATER DEPT.)

Signature: Wade AMSDEN

A copy of this form will be attached to the requested meeting's packet.

COPY

ADVANTAGE FINANCIAL LLC
LOANS & SALES CONTRACTS EQUIPMENT LEASING

City of Pevely, MO

<u>Sweeper Price</u>	<u>Quarterly Payments</u>		<u>Semiannual Payments</u>		<u>Annual Payments</u>	
	<u>5 Yr term</u>	<u>7 Yr term</u>	<u>5 Yr term</u>	<u>7 Yr term</u>	<u>5 Yr term</u>	<u>7 Yr term</u>
\$135,000	\$7,741.00	\$5,774.00	\$15,561.00	\$11,607.00	\$31,410.00	\$23,425.00
\$157,918	\$9,055.00	\$6,755.00	\$18,202.00	\$13,577.00	\$36,742.00	\$27,402.00
\$176,330	\$10,111.00	\$7,542.00	\$20,325.00	\$15,161.00	\$41,026.00	\$30,596.00

STREET SWEEPER

Key Eq. Co: Elgin Whirlwind Pre-owned 2015 20,000 mi/1,158 hrs. **\$135,000**

Warranty – 6 months rear portion of unit on non-ware items

Lease: 5 yr. term: \$2,445.35 @ 4.00% 60 months \$29,344.20 Annual

7 yr. term \$1,847.08 @ 4.50% 84 months \$22,164.96 Annual

Woody's Municipal Supply Co: Schwarze A4 Storm

2019 Missouri DOT State Contract # 3-160513TV

\$157,918.00

Lease: 5 yr./ 60 Months @ 4.160% \$34,209.16 Annual

7 yr./ 84 Months @ 4.280% \$25,492.49 Annual

Sweeper Warranty:

COPY

1 Year/ 1200 hr. Sweeper

5 Year/ 6000 hr. Limited Hydraulic Pump and Fittings

2 Year/ 2400 hr. Limited Gutter Broom Torque Motor and Hyd. Solenoid

2 Year/ 2000 hr. Sweeper Head Prorated Skid Warranty

2 year/ 2000 hr. Cummins Auxiliary Engine Warranty

Lifetime Sweeper Body Hopper Warranty (Rust 7 Perforation)

Lifetime Water Tank Corrosion Warranty

Chassis Warranty:

Base Vehicle Warranty 24 Months/Unlimited Distance

Drive Train 24 Months/Unlimited Distance

Cab Structure, Sheet Metal, Cab Corrosion, Frame and Cross Members 60 Months Unlimited Distance

CMV Equipment: Galaxy R4

Driver side steering wheel only **\$176,330.00**

Warranty: Extended 5 year/150K mile Isuzu drivetrain warranty

COPY

Broadway Truck Sales: Raptor Nitehawk Municipal Raptor II

Driver side steering wheel only (DEMO UNIT)

\$160,000.00

Demo Discount 25,000.00

TOTAL \$135,000.00

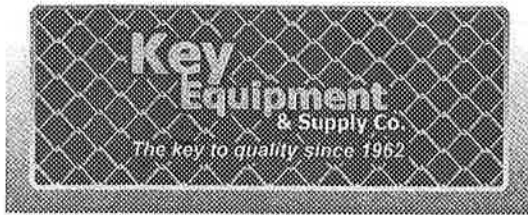
Warranty: 5 Year Parts and Labor

ELGIN®

Subsidiary of Federal Signal Corporation

Whirlwind®





Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
918-809-8011



December 4, 2018

City of Pevely
Attn: Mr. Ron Ebmeier
401 Main St.
Pevely, MO 63070



Re: 2015 Pre-Owned Elgin Whirlwind

Ron,

On behalf of Key Equipment & Supply Co., I would like to thank you for taking the time out of your busy schedule to assemble your staff to participate in the demonstration of our pre-owned 2015 Elgin Whirlwind street sweeper. It was a pleasure to show you what the unit is capable of, and I could tell by the comments made that this was an informative day for your personnel. I appreciate the opportunity to supply the City of Pevely with a proposal for the 2015 Whirlwind.

The Elgin Whirlwind combines a proven low maintenance design with an extra-wide sweeping path and short wheelbase. From the unique extending nozzle to the overall robust construction, Whirlwind street sweepers are leaders in truck mounted vacuum sweepers. They are especially suited for uneven roads and jobs that involve dirt, sand, millings, general street sweeping, leaves and road debris applications. The Whirlwind is excellent for general street sweeping, routine catch basin cleaning, and has also been recognized as a powerful tool for restoration of permeable pavement.

Features of the 2015 Elgin Whirlwind MV include:

- John Deere 115 HP T3 Diesel Auxiliary Engine
- Robert Shaw Auto Lube System – Sweeper Only
- AM/FM/CD Radio
- 36" Dual Side Brooms
- LED Strobe Light w/Limb Guards – Front and Rear of Hopper
- Lifeline Hopper System w/Warranty
- Auxiliary Electric/Hydraulic Pump (Raise hopper without impeller engaged)
- Chassis Hour Meter
- Auxiliary Engine Hour Meter
- (2) Bostrom 9 Hi-Back Air Ride Suspension Seats
- Low Hydraulic Oil Level/High Temperature Automatic Engine Shutdown
- Turbo II Air Pre-Cleaner
- 12" Convex Mirrors
- High Pressure Washdown
- Air Purge
- New 8" diameter spring loaded litter hose installed to rear

COPY



2015 Elgin Whirlwind MV Sweeper

2015 Elgin Whirlwind s/n MV 30696, mounted on
2015 Freightliner M2
John Deere 115 HP T3 Diesel Engine

Miles 20,363.7 (as of 2/27/18)
Hours 1,158.3 (as of 2/27/18)



2015 Elgin Whirlwind MV pure vacuum street
sweeper featuring dual 36" side brooms and
mounted on a 2015 Freightliner M2. Includes all
standard equipment and the following product
enhancements:

- Robert Shaw automatic lube system, sweeper only (grease pump for each zerk)
- Whirlwind MV operators, service and parts manuals
- LED strobe light with limb guards mounted front and rear of hopper
- Lifeliner hopper system with warranty
- Auxiliary electric/hydraulic pump (to raise hopper without impeller engaged)
- Left and right side broom tilt controlled from in Cab
- Front spray bar
- Chassis hour meter, auxiliary engine hour meter
- (2) Bostrom 9 hi-back air-suspension seats
- Low hydraulic oil level / high temperature automatic engine shutdown
- Turbo-ill air pre-cleaner
- AM/FM/CD radio
- 12" convex mirrors
- High pressure washdown
- Air purge



COPY



Contact Frank for pricing and availability

Frank Boitano
Eastern Missouri
Territory Manager
314-614-6262

November 30, 2018

Key Equipment Finance, Inc.
Corporate Headquarters:
1000 S. McCaslin Blvd
Superior CO 80027



Key Government Finance is pleased to present the following financing proposal for the equipment described below:

LESSOR: Key Government Finance, Inc., a division of KeyBank, NA
~official financing partner for NiteHawk Street Sweepers~

**LESSEE/
BORROWER:** City of Pevely, Missouri
401 N Main St
Pevely MO 63070

EQUIPMENT: New Nighthawk Street Sweeper

**QUOTE
EXPIRATION:** December 30, 2018

LEASE QUOTE:

Amount	Rate	Payments	Payment Factor	Payments	Term	Adv. / Arr.
\$135,000	4.78%	\$7,539.59	.055848	Quarterly	5 Years	Advance
\$135,000	4.80%	\$14,987.50	.111016	Semi-annual	5 Years	Advance
\$135,000	4.86%	\$29,622.88	.219434	Annual	5 Years	Advance

Amount	Rate	Payments	Payment Factor	Payments	Term	Adv. / Arr.
\$135,000	4.84%	\$5,646.21	.041823	Quarterly	7 Years	Advance
\$135,000	4.86%	\$11,222.05	.083126	Semi-annual	7 Years	Advance
\$135,000	4.92%	\$22,176.82	.164272	Annual	7 Years	Advance

LEASE: This is a tax-exempt, municipal government lease with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance and taxes, are paid by Lessee for the term of the lease.

NOTES: Rates above subject to change after quote expiration date

APPROVAL: This proposal is based on formal credit approval, review of final equipment invoice(s) and completed documentation acceptable to each of us. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor.

The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates.

The quoted interest rate assumes the Lessee designates the Lease as "bank-qualified" pursuant to Section 265(b) of the Code.

COPY



The People You Know. The Products You Trust.



A4 Storm™

4.8 Cubic Yard Regenerative Air Street Sweeper

*Sweeper shown with optional equipment



COPY

WOODY'S MUNICIPAL SUPPLY COMPANY
3979 BLACKBURN RD.
EDWARDSVILLE, IL 62025
(800) 223-2466

- High Performance Sweeping Head
- Up to 197 Gallon Water Capacity
- 77" Dump Height
- No CDL Required

Quality	Performance	Public Safety	Value	Customer Support

800.879.7933

www.schwarze.com

1055 Jordan Road
Huntsville, AL 35811



800-879-7933
www.schwarze.com

The People You Know. The Products You Trust.

January 7, 2019

City of Pevely
401 Main Street
Pevely, Missouri 63070-0358

2nd choice

DUAL STEERING

Re: 2019 Schwarze Model A4 Storm Regenerative Air Street Sweeper /Isuzu Cab-Over
Missouri DOT State Contract # 3-160513TV

Ron,

Listed below is a proposal for a 2019 Schwarze Model A4 Storm Regenerative Air Street Sweeper mounted on a 2019 Isuzu NR254 17,950 GVWR chassis based on the current Missouri Department of Transportation State Sweeper Contract # 3-160513TV. Both the sweeper and chassis are equipped with all the standard features, plus the following options, deductions and additions:

- | | | |
|---|--|---------------|
| 1 | 2019 Schwarze A4 Storm Tier IV Regenerative Air Street Sweeper
Mounted on 2019 Isuzu NR254 Dual Steering Chassis both equipped
per the current MDOT State Sweeper Contract specifications: | \$ 157,281.06 |
| 1 | 74 HP Cummins Sweeper Engine | |
| 1 | Standard Sweeping Head with Angled Blast Orifice | |
| 1 | Dual 39 Inch Diameter Gutter Brooms | |
| 1 | Dual Manual In-Cab Gutter Broom Tilt | |
| 1 | 130 Gallon Dust Suppression | |
| 1 | Front Bumper Spray Bar with 7 Nozzles | |
| 1 | Hopper Spray Bar with 4 Nozzles | |
| 1 | In-Cab Water Gauge and Alarm | |
| 1 | In-Cab Leaf Bleeder Indicato | |
| 1 | In-Cab Load Weight Alarm and Indicator | |
| 1 | LED Gutter Broom and Dump Lights | |
| 1 | AM/FM Radio with Weatherband/CD/Bluetooth/USB | |
| 1 | Power Windows and Door Locks | |
| 1 | Dual West Coast Mirrors with Lower Parabolic Mirrors | |
| 1 | Rotating Sweeper Console with LCD Monitor | |
| 1 | Rear Mounted Traffic Guide LED Arrowboard | |
| 1 | Rear Vision Camera System with LCD Monitor | |
| 1 | Rear LED Cab Mounted Strobe with Guard | |

COPY

The following options are to be deducted from the main bid price. Each of the below features are included in MDOT State Contract Specifications. But, not required by the City of Pevely, Missouri. Each of these options are listed on the MDOT State Sweeper Contract Option Forms:

- | | | |
|---|---------------------------------|---------------|
| 1 | Deduct Special Paint | \$ (3,660.00) |
| 1 | Deduct Line Ex Hopper Liner | \$ (2,858.00) |
| 1 | Deduct Sweeping Head Hour Meter | \$ (285.00) |
| 1 | Low Hydraulic Shut Down System | \$ (425.00) |

The following are additions to the MDOT State Sweeper Specification per the City of Pevely, Missouri request. Each of These options are listed on the MDOT State Sweeper Contract Forms:

- | | | |
|---|---|-------------|
| 1 | Add Dual Gutter Broom In-Cab Hydraulic Tilt | \$ 1,505.00 |
| 1 | Add Sweeping Head Camera System | \$ 305.00 |

1	Add High Strength Stainless Steel Hopper (Lifetime Warranty)	\$ 7,280.00
1	Add Sound Suppression and Engine Shroud	\$ 1,880.00
1	Add 6" Diameter Auxiliary Hand Hose	\$ 1,100.00
1	Add Rear Traffic Guide Arrowboard	\$ 915.00
1	Add Sound Suppression and Engine Shroud	\$ 1,880.00

TOTAL	\$164,918.00
DISCOUNT	\$ (7,000.00)
NET	\$157,918.00

Terms: Net Due 30 Days
MSO Delivered After Payment
Delivery 30 to 45 Days ARO
FOB Pevely, MO

Sweeper Warranty:

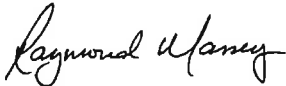
- 1 Year / 1200 Hour Sweeper Body Warranty
- 5 Year / 6000 Hour Limited Hydraulic Pump and Fitting Warranty
- 2 Year / 2400 Hour Limited Gutter Broom Torque Motor and Hydraulic Solenoid Warranty
- 2 Year / 2000 Hour Sweeper Head Prorated Skid Warranty
- 2 Year / 2000 Hour Cummins Auxiliary Engine Warranty
- Lifetime Sweeper Body Hopper Warranty (Rust & Perforation)
- Lifetime Water Tank Corrosion Warranty

Chassis Warranty:

- Base Vehicle Warranty 24 Months / Unlimited Distance
- Drive Train 24 Months / Unlimited Distance
- Cab Structure, Sheet Metal, Cab Corrosion, Frame and Cross Members 60 Months Unlimited Distance

Please feel free us with any questions or concerns.

Sincerely,



Raymond Massey
Central Regional Sales Manager
Schwarze Industries, Inc.

COPY

Cc: Steve Stahlhut – Woody's Municipal Sales Manager
John Marley – Woody's Municipal Sales Representative



Baystone Government Finance

January 7, 2019

FORMAL PROPOSAL

OBLIGOR: CITY OF PEVELY, MO

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year, and seven (7) year terms.

EQUIPMENT: ONE (1) 2019 SCHWARZE MODEL A4 REGENERATIVE AIR STREET SWEEPER

OPTION 1

Acquisition Cost:	\$157,918.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$34,209.16
Trade In:	\$0.00	Interest Rate:	4.160%		
Principal Balance:	\$157,918.00	Rate Factor:	0.216626		

OPTION 2

Acquisition Cost:	\$157,918.00	Term:	Seven (7) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$25,492.49
Trade In:	\$0.00	Interest Rate:	4.280%		
Principal Balance:	\$157,918.00	Rate Factor:	0.161429		

- * **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before February 6, 2019. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- * **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

	CITY OF PEVELY, MO
	Signature:
BAYSTONE GOVERNMENT FINANCE	
<i>Aaron Lindsten</i>	Typed Name & Title
<i>Assistant Vice President</i>	Date:

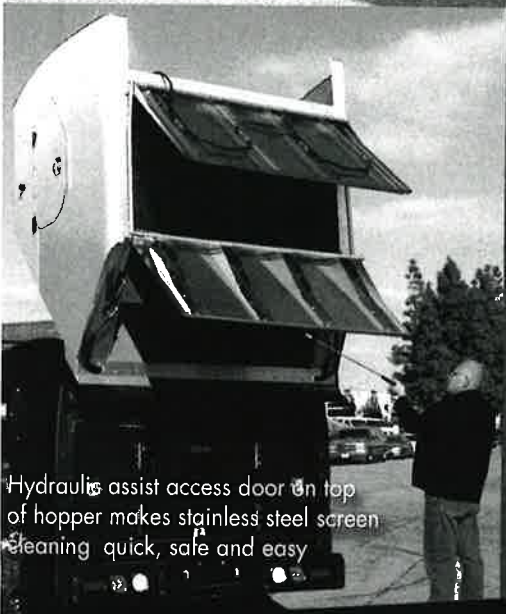
1680 Charles Place Manhattan, KS 66502
Ph: (785) 587-4050; Fax: (855) 738-7789
alindsten@ksstate.bank
www.baystone.net

COPY



Arrange for a demonstration today!

No CDL License Required



Hydraulics assist access door on top of hopper makes stainless steel screen cleaning quick, safe and easy

Right gutter broom camera and large color monitor eliminates need for dual steering (Actual monitor picture shown)

IT'S THE AIR FLOW!

Stewart-Amos Sweeper Co's Galaxy R-4 is a chassis mounted Regenerative Air street sweeper. The R-4 features a blast orifice style sweeping hood generating powerful **air flow** for optimal sweeping performance.

The bolt-together stainless steel hopper combined with two-piece stainless separation screens means years of high productivity and low maintenance.

Computer aided design of the dust separator provides uninhibited **air flow** for precise air return and fan protection. The abrasion resistant steel high-pressure backward inclined fan produces the maximum **air flow** pressure with minimal horse power requirements and low noise levels.

The benefits of the Galaxy R-4 include:

- 4.65 Cubic Yard Hopper
- High Performance Sweeping
- Clear Air Dust Suppression
- High Pivot Slide-Back Dumping
- Hydraulic Dump & In Out Doors
- Reversible & Mobile
- Good Stops
- Huge One-Piece Polyethylene Tool Compartment
- Extremely Fuel Efficient
- Ease of Maintenance
- Simplicity of Design
- Rugged Construction
- Remarkably Quiet
- Proudly made in the U.S.A.



CMW
Equipment

OFFICE 314-993-1336
FAX 314-993-1467
MOBILE 314-402-3601
RES 636-391-2935
daveu@cmw-equip.com

DAVE UNDERHILL
AREA MANAGER

8668 OLIVE BLVD • ST. LOUIS, MO 63132
www.cmw-equip.com

Stewart-Amos' Galaxy Series - The Powerhouse in Regenerative Air Sweepers

Harrisburg, PA
800.482.2302



HEADQUARTERS
8668 OLIVE BLVD.
ST. LOUIS, MO 63132-2509
PHONE: (800) 283-1336
(314) 993-1336
FAX: (314) 993-1467
www.cmw-equip.com

CMW
Equipment

November 20, 2018

Mr. Ron Ebmeier
City of Pevely, MO
401 Main Street
Pevely, MO 63070

Dear Ron,

We are pleased to quote the following for your consideration.

ONE New Stewart Amos Galaxy R-4 regenerative air street sweeper with all standard equipment and to the following specifications.

GALAXY R-4 STANDARD EQUIPMENT:

- 4.65 cubic yard Stainless Steel Hopper w/72" high dump
- Stainless Steel Noise Reducing Shroud
- Dual 39" gutter brooms with in-cab tilt control
- Dual stainless steel separation screens
- Integral hydraulic dump and screen inspection door
- Bolt-in replaceable abrasion resisting intake tube
- Flexible hood stops
- HD Rubber Suction intake tube
- 80.5 inch blast orifice sweeping hood
- 12 volt back-up Hydraulics
- Kubota V3307- 74 HP auxiliary engine- Tier 4i
- Auxiliary engine safety shut down system
- Battery Disconnect
- 30 inch 10 blade impeller with replaceable corded rubber housing liner
- Water tank, molded polyethylene 130 gallon capacity
- Two(2) 1 GPM per minute electric spray water pumps
- Two spray nozzles at each gutter broom
- Four spray nozzles on suction hood
- Four spray nozzles above screen in hopper
- Hydrant fill hose(20') with 4" air gap
- Back up alarm
- 8 inch convex mirror on each west coast chassis mirror
- Dual Color Camera Safety System - 7" Color Monitor
- (Cameras are mounted at the right front bumper and rear facing positions)

COPY

- 5 Year Stainless Steel Hopper No Rust-Through Warranty
- Sweep-in-reverse feature
- Front AMBER LED strobe light
- Rear AMBER LED strobe light
- "LITTER GULPING" hood-up anti-plowing with separate hydraulics
- 2018 Isuzu NRR chassis - 109" WB 19,500# GVWR
- Electric Remote Heated Mirrors for the chassis
- Suspension Seat
- Safety triangle reflector kit
- Fire extinguisher
- Extended 5 year/150k mile Isuzu drivetrain warranty

Price *job: Harrisburg, PA* **\$176,330.00**

Terms 30% Non-refundable deposit with order. Net due prior to shipment.

Delivery *Approximately 12 weeks.*

All prices are current but subject to change.

All prices are plus any applicable taxes.

We thank you for the opportunity to quote the above and look forward to being of service to you.

Sincerely,

CUMMINGS, MCGOWAN & WEST

Dave Underhill
Area Manager

COPY



NITEHAWK MUNICIPAL RAPTOR II



NITEHAWK
SWEEPERS

City of Pevely
401 Main Street
Pevely Mo 63070

Waranty 5 Years Parts and labor new or demo

Att: Public Works

Please review the attached sweeper quote. Demo Unit Still Available

New Sweeper NiteHawk Raptor II	\$ 160,000.00
DEMO DISCOUNT	25,000.00
TOTAL	\$ 135,000.00

Randy Veath
314 705-3858
Breadway Truck Sals

COPY



City of Pevely

401 Main Street Pevely, Missouri 63070

AGENDA REQUEST FORM

Name: Wade AMSDEN

Phone Number: _____ Date: 1-16-19

Meeting Date Requested: 1-28-19

Topic for Agenda: EQUIPMENT PURCHASES

Synopsis of Topic:

STREET SWEEPER LEASE PURCHASE ;
MOWER (WATER DEPT.)

COPY

Signature: Wade AMSDEN

A copy of this form will be attached to the requested meeting's packet.

WATER DEPARTMENT MOWER BIDS

Ferris F320Z 61" (5901644) Vanguard EFI w/ OGS 37 hp engine

- Caldwell Equipment \$9,050.00
- Eureka Rentals \$9,050.00
- Scotts Power Equipment \$9,378.17

Warranty: Engine – 3 yr. limited

Machine – 4 yr. (48 months) or 500 hours whichever occurs first.

Unlimited hours during the first 2 years (24 months).

COPY



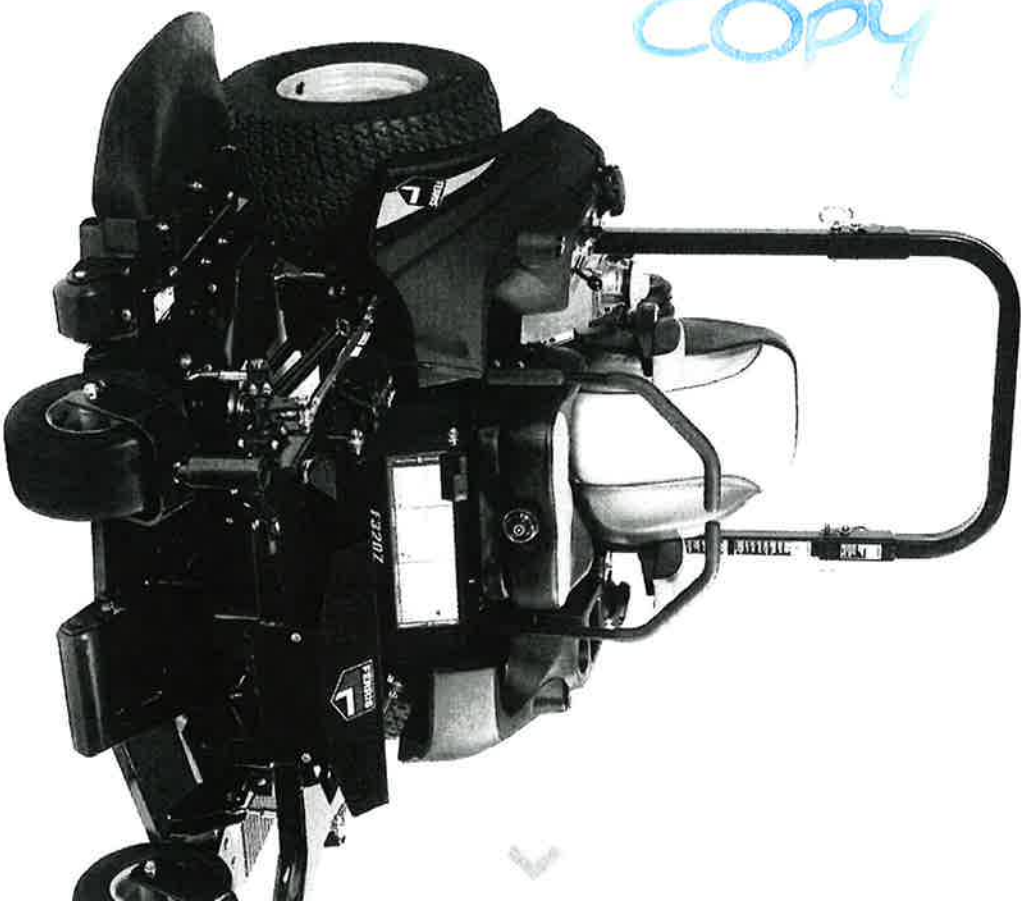
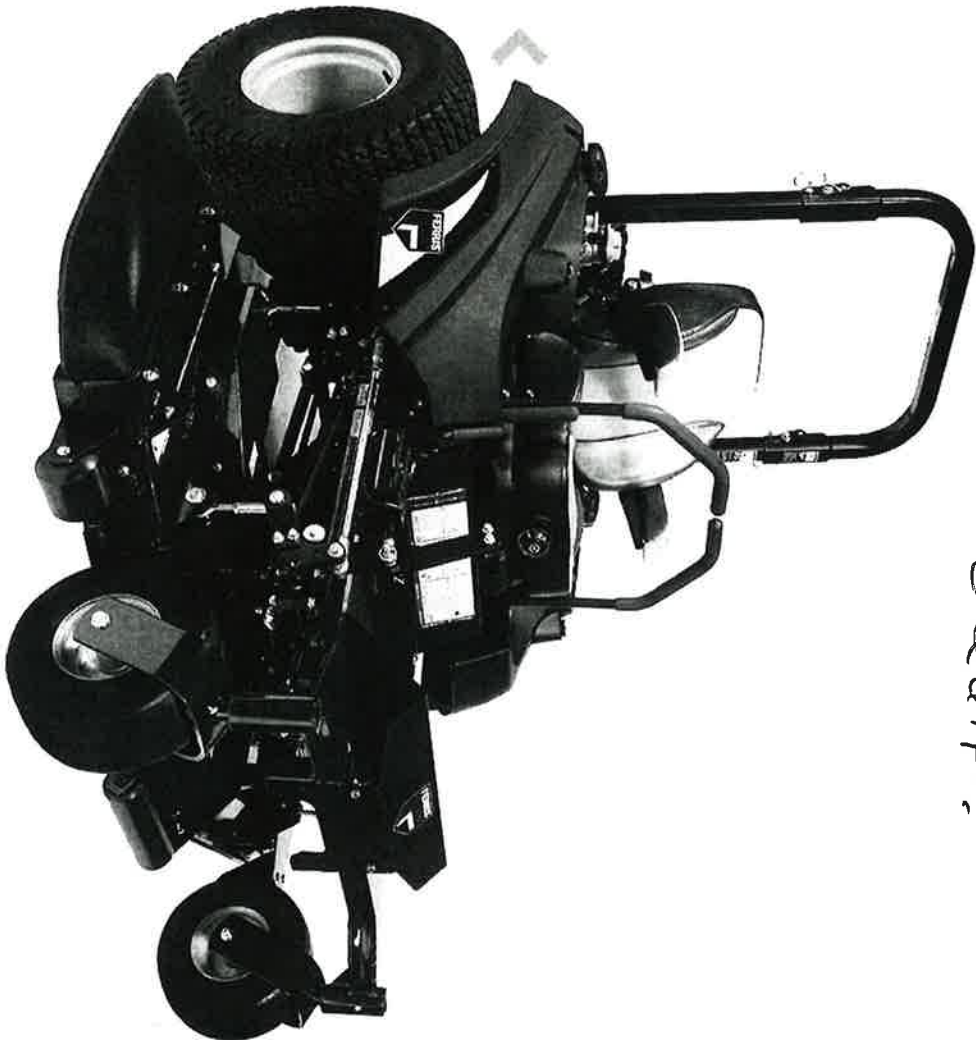
(/na/en_us/home.html)

OVERVIEW SPECIFICATIONS ATTACHMENTS REVIEWS Q&A



Call well - \$ 9,050
Equip.

copy



F320Z SERIES ZERO TURN LAWN MOWER



401 Main Street
Pevely, Missouri 63070

POLICE DEPARTMENT

Chief Tony Moutray
Capt. Larry Miller, Assistant Chief

Emergency 911
Fax (636) 475-4632
Dispatch (636) 475-5301
Administrative (636) 475-4498

AGENDA REQUEST FORM

Name: Larry Miller

Phone Number: (636) 479-5301


Date: 1/23/2019

Meeting Date Requested: 1/28/2019

Topic for Agenda: Approval to move forward with Dispatch furniture order

Synopsis of Topic: We have obtained a bid for the office furniture requested in the 2019 budget for use in the dispatch center.

Proposed Motion: To approve the spending of \$2828.40

Signature:  _____

A copy of this form will be attached to the requested meeting's packet.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

LAS BRISAS No. 10 INC.
001374963

COPY

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of September, 2018.


Secretary of State



Date of this notice: 09-13-2018

Employer Identification Number:
83-1900252

Form: SS-4

Number of this notice: CP 575 A

LAS BRISAS NO 10 INC
LAS BRISAS
PO BOX 4178
POPLAR BLUFF, MO 63902

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

COPY

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-1900252. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2019
Form 940	01/31/2019
Form 1120	04/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

COPY

Article Five

The date the corporation is to continue or perpetual: (Please select one)

Perpetual (check box)

or State number of years _____

Article Six

The corporation is formed for the following lawful purpose(s):

TO OPERATED A FULL SERVICE RESTAURANT & BAR

Article Seven

The number of directors to constitute the board of directors: 3 (optional)

The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

HECTOR G ORNELAS VALADEZ

Signature of Incorporator(s)

HECTOR G ORNELAS VALADEZ

Printed or Typed Name of Incorporator

09/13/2018

Date of Signature

EDUARDO SALAZAR

Signature of Incorporator(s)

EDUARDO SALAZAR

Printed or Typed Name of Incorporator

09/13/2018

Date of Signature

ROSA MARQUEZ LEON

Signature of Incorporator(s)

ROSA MARQUEZ LEON

Printed or Typed Name of Incorporator

09/13/2018

Date of Signature

ISAS NO 10 INC
DANIEL DUNKLIN RD
PEVELY, MO 63070



DATE
VOID

VOID
Be sure to indicate any changes in the upper right corner.
Numbering will start as shown in the upper right corner.

Town & Country Bank
www.tcbanks.com
Pevely, MO 63070

⑆001253⑆ ⑆081503704⑆0712320501⑆

DOLLARS

VOID

State of Missouri Missouri Retail Sales License

Licensee:

License Issued: 09/17/2018

LAS BRISAS
8620 DANIEL DUNKLIN BLVD
PEVELY, MO 63070-1502

LAS BRISAS NO. 10 INC

MISSOURI ID: 254 18963

The issuance of this license is contingent upon the licensee's compliance in all respects with the requirements in Chapter 144 RSMo, and the rules promulgated thereunder.

This license is valid until cancelled and surrendered by the licensee or revoked by the Director of Revenue.

This license must be prominently displayed in the place of business.

STATE OF
MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION

This business is registered INSIDE the city limits of PEVELY in JEFFERSON COUNTY and you are liable to collect and remit all applicable state and local sales taxes.

This license is not assignable or transferable.

Notice Number: 2002839524



MISSOURI DEPARTMENT OF REVENUE
 TAXATION DIVISION
 PO BOX 357
 JEFFERSON CITY, MO 65105-0357

Date: 09/17/2018

MISSOURI BUSINESS TAX REGISTRATION

0007-001



LAS BRISAS NO. 10 INC
 PO BOX 4178
 POPLAR BLUFF MO 63902-4178

Notice Number: 2002839512

Telephone: (573) 751-5860
 Fax: (573) 522-1722
 Email: businesstaxregister@dor.mo.gov

The Department of Revenue received your Missouri tax registration application. You have been registered with the Department for the following account type(s) based on the information you provided on your application. You must report each tax or fee on the filing frequency indicated.

Account Type	ID	PIN	Begin Date:	Filing Frequency
SALES TAX	MOID 25418963	2629	10/05/2018	MONTHLY
EMPLOYER WITHHOLDING TAX	MOID 25418963	2629	10/05/2018	MONTHLY
CORPORATE INCOME TAX	MOID 25418963	2629	09/13/2018	ANNUAL

Use the Missouri Tax ID Number and PIN listed above when corresponding with the Department concerning your business and when filing any return or report. This is a Missouri Tax ID Number and does not replace your Federal Employer Identification Number or any registration number issued by the Missouri Secretary of State or Missouri Department of Labor and Industrial Relations.

The Department will provide you the applicable forms to file your return(s). If you do not receive a reporting form, download blank returns at <http://dor.mo.gov/forms/>.

For information regarding electronic filing your return(s), visit: <https://mytax.mo.gov/rptp/portal/home/fileandpaybusinesstaxesonline>. Electronic filing is available 24 hours a day, 7 days a week. Your tax return information is transmitted over secure lines to ensure confidentiality.

If you require additional information, contact the Taxation Division at the above address, telephone number, or e-mail.

Enclosure

COPY

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

SUNDAY BY DRINK

259209

\$133.33

EXPIRATION DATE: JUNE 30, 2019

EFFECTIVE DATE: DECEMBER 4, 2018

JEFFERSON

BUS. STRUCTURE: CORPORATION

MANAGING OFFICER OR PARTNERS: EDUARDO SALAZAR

SPECIAL PERMITS: EMP-MINORS

ALL OF A ONE STORY BUILDING, 8620 DANIEL DUNKLIN BLVD., PEVELY, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

Sandra K. Karsten

D Taylor

DIRECTOR OF PUBLIC SAFETY

SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

LAS BRISAS NO. 10 INC.

LAS BRISAS

PO BOX 4178

POPLAR BLUFF MO 63902

LICENSE NOT TRANSFERABLE

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

RETAIL LIQUOR BY DRINK

259208

\$200.00

EXPIRATION DATE: JUNE 30, 2019

EFFECTIVE DATE: DECEMBER 4, 2018

JEFFERSON

BUS. STRUCTURE: CORPORATION

MANAGING OFFICER OR PARTNERS: EDUARDO SALAZAR

SPECIAL PERMITS: EMP-MINORS

ALL OF A ONE STORY BUILDING, 8620 DANIEL DUNKLIN BLVD., PEVELY, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

Sandra K. Karsten

D. Taylor

DIRECTOR OF PUBLIC SAFETY

SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

LAS BRISAS NO. 10 INC.

LAS BRISAS

PO BOX 4178

POPLAR BLUFF MO 63902

LICENSE NOT TRANSFERABLE

MISSOURI

COMMERCIAL DRIVER LICENSE



Edward Salazar

9 CLASS B
4d DL NO. E087208006
4b EXP 10/20/2024
3 DOB 10/20/1977

1 SALAZAR
2 EDUARDO
8 1 MARY ANNA LN
EAST PRAIRIE, MO 63845

9a END NONE
12 RESTRICTIONS E
15 SEX M
16 HGT 5-08" 18 EYES BLK

17 WGT 200 lb
4a ISS 07/27/2018
5 DD 180872080038

COPY



Agenda Request Form

Name: Wade AMSDEN

Phone Number: _____ Date: 1/24/19

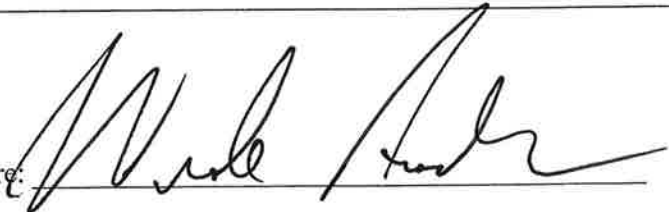
Meeting Date Requested: 1/28/19

Topic for Agenda: ALLEY @ E 3RD. 102 - 106

Synopsis of Topic:

RESIDENT ~~102~~ @ 106 E. 3RD ST. HAS FENCE ON
ALLEY GOING INTO PARK.

Proposed Motion:

Signature: 

A copy of this form will be attached to the requested meeting's packet.

West 3rd Street (50'w)

Main (60'w.) St. (aka Joachim)

Found 1" Pipe
N53°14'44"E
3.99'

26" Tree
8.5'

Set Hub

258.75'

120'

30" Tree
7.1'

Set Hub

18.75'

36" Tree
8.5'

Set Hub

N78°35'22"E

Found 1" Pipe
N07°39'19"W
2.99'

Set Hub

120'

Town of Pevely
Block 8
P.B.1.Pg.11

Lot 34

Hazle Alley (18 3/4'w.)

150'

Lot 33

150'

18.75'

Set Hub

N78°35'22"E 258.75'

Basis of Bearing

120'

Ex. Road Esmt (403/1508)

Found 3/8" Pin
S07°06'29"E
> 171.66'

City of Pevely
DB403 PG1508

Stueves 2 Resub
Lot 1 BAP
P.B.148, Pg.1A

1B

Found 1" Pipe



Section 515.090 Inspection/Notification.

[R.O. 2004 §515.090; Ord. No. 920 §1, 12-16-1999]

The Building Inspector or the Mayor's designee may inspect any fence to determine whether it conforms to the provisions of this Section. Any person who erects, constructs, builds or causes to erect, construct or build a fence or has property on which a fence is located shall allow the Building Inspector access to inspect said fence to determine whether it complies with the provisions of this Section. When the Building Inspector finds upon inspection or receipt of a complaint that a fence has not been constructed, maintained or repaired as required by this Section, the Building Inspector shall give written notice at least five (5) days in advance of the date of an intended inspection to the parties in interest advising them of the time and place that the fence will be inspected. The Building Inspector shall then inspect said fence at the arranged time and place and determine in writing if the fence is required to be repaired or rebuilt. Written notification of the results of said inspection shall be sent to the owner or person responsible for the maintenance of the fence. If any person so notified neglects or refuses to comply with the requirements of such determination for a period of fifteen (15) days, then the Building Inspector shall have the authority to cause a complaint to be filed in Municipal Court against the responsible party or parties.

Section 515.100 Denial of Responsibility.

[R.O. 2004 §515.100; Ord. No. 920 §1, 12-16-1999]

The City of Pevely shall not be responsible for the enforcement of any agreement relative to mutual or separate payment for the cost of construction of fences. In addition, the City shall not be responsible for the determination of the location of any fence to be erected, built or constructed on a lot line.

Section 515.110 Declared Nuisance/Penalty.

[R.O. 2004 §515.110; Ord. No. 920 §1, 12-16-1999]

All fences or other like structures erected or maintained in violation of this Section are hereby deemed and declared to be a nuisance, and any owner or occupant of a lot or tract upon which such nuisance exists shall be deemed guilty of a misdemeanor. Upon conviction thereof, the owner or occupant shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment not to exceed sixty (60) days, or both such fine and imprisonment.

COPY

- A. Any sharp pointed fence. Also, no fence shall be constructed solely of a single wire or of two (2) wires between posts or supports.
- B. No fence shall be constructed in whole or in part of barbed wire, except for agricultural uses in an agricultural district. The top wire or wires on security fences at least eight (8) feet in height may be of barbed wire, provided the brackets supporting the barbed wire are securely fastened to the fence posts and are angled toward the property and, provided further, that no strand of barbed wire may be closer than seven (7) feet to the ground.
- C. No person shall erect or maintain any division fence or screen, in whole or in part, of cloth, canvas, metal sheeting, plywood, O.S.B. sheathing or other similar material, unless otherwise allowed herein.
- D. No person shall permit any fence erected or maintained on premises owned, occupied or leased by him/her to be used for advertising purposes.
- E. No person shall connect any type of electrical current to any existing or newly constructed fence.

Section 515.060 Screening/Buffer Area.

[R.O. 2004 §515.060; Ord. No. 920 §1, 12-16-1999]

At such time as a lot which is zoned commercial or industrial is developed adjacent to a lot which is zoned residential, a permanent screening consisting of a masonry wall, wood fence, seeded berm, landscaping material or combination thereof at least six (6) feet in height shall be installed by the developer of the commercial or industrial zoned lot. The screen shall be installed between the commercial or industrial lot and the residential lot. The required screening shall have opacity of at least eighty percent (80%) year round and, if landscaping is used, the eighty percent (80%) opacity shall be achieved within four (4) growing seasons. The required screening shall be maintained in good order and not allowed to exist in a state of disrepair or neglect, and the opacity requirements shall be maintained. If wood fencing is used, it shall be durable in nature or treated to prevent rapid deterioration. Failure to maintain the required screening shall be considered a violation.

COPY

Section 515.070 Encroachment.

[R.O. 2004 §515.070; Ord. No. 920 §1, 12-16-1999]

All fences shall be built by the party desiring the same so as not to have any part of the fence encroaching upon adjoining property.

Section 515.080 Ownership/Maintenance Responsibility.

[R.O. 2004 §515.080; Ord. No. 920 §1, 12-16-1999]

- A. Any person who erects, builds or constructs any fence or privacy screen upon property which such person owns or leases or rents shall be responsible for the repair, upkeep and maintenance of the fence or privacy screen and any area adjacent thereto.
- B. Any person who contracts with another or causes another to erect, build or construct a fence or privacy screen shall be responsible for the repair, upkeep and maintenance of that fence or privacy screen and any area adjacent thereto.
- C. Any person who owns property upon which a previous owner has constructed a fence or privacy screen shall be responsible for the care, upkeep and maintenance of the fence or privacy screen. If a previously constructed fence is located upon a lot line, each successive owner of the fence shall be responsible for its upkeep and maintenance. If ownership of a fence located upon a lot line is joint or cannot be determined, then each party owning property adjacent to the fence shall be responsible for the care, upkeep and maintenance of that side of the fence facing their property. For the purposes of this paragraph, the owner of a fence shall be deemed to be any person, persons or their successors who purchase or otherwise acquire property from a person who originally erected or caused a fence to be erected thereon.
- D. All fences that exist as of the effective date of this Section shall be kept and maintained in good repair.

Article XV Offenses Concerning Streets and Sidewalks

Section 210.690 Obstruction of Streets, Sidewalks and Alleys.

[R.O. 2004 §225.010; CC 1990 §225.010; Ord. No. 25 §51 — 2, 5-16-1957]

- A. It is hereby determined by the Board of Aldermen that the streets, alleys and sidewalks of the City of Pevely have been well established by public use since the establishment of the incorporated Town of Pevely and that there are numerous occasions where said streets, alleys, sidewalks and other thoroughfares are being obstructed by people within the City so as to prevent the free use thereof by the citizens of Pevely and others desiring to use the same.
- B. Any person who shall place or cause to be placed in or upon any street, avenue, alley, sidewalk, thoroughfare or other public place within this City any motor vehicle, article or thing whatsoever, so as to obstruct or hinder the free passage of persons or vehicles over or along such street, alley, avenue, thoroughfare, sidewalk or other public place or shall permit any article or thing to be placed upon any sidewalk, thoroughfare, street, alley, avenue or other public place within said City of Pevely shall be deemed guilty of a misdemeanor; provided that nothing in this Section shall be so construed to prevent any person placing any package of merchandise or furniture upon said sidewalk in order to obtain access to a building which he/she may have adjacent thereto, if the same does not occupy more than one-half ($\frac{1}{2}$) of the width thereof and remain thereon no more than two (2) hours. No persons shall leave open or permit to be kept open any cellar door or other opening on any sidewalk located in the City of Pevely and used by the public, nor adjacent thereto, so as to endanger persons or animals falling into such opening.

COPY

Section 210.700 Unlawful Removal or Deposit of Dirt, Sand, Etc., Prohibited.

[R.O. 2004 §225.040; CC 1990 §225.040; Ord. No. 25 §5, 5-16-1957]

No person shall take from or deposit on any street, alley, avenue, sidewalk or other public place of this City, or from or on any property not owned or controlled by him/her without having lawful authority so to do, any earth, sand, turf, loam, gravel, rock or other substance or material.

Section 210.710 Unlawful Damage or Removal of Sidewalk, Street, Etc., Prohibited.

[R.O. 2004 §225.050; CC 1990 §225.050; Ord. No. 25 §6, 5-16-1957]

No person shall remove, tear up or otherwise destroy or injure any bridge, culvert, sidewalk, pavement, crosswalk, road surface or material in or upon any street, avenue, alley or sidewalk of this City without having lawful authority so to do.

Section 210.720 Removal of Stone, Firewood, Leaves, Etc., From Streets and Sidewalks.

[R.O. 2004 §225.070; CC 1990 §225.070; Ord. No. 25 §8, 5-16-1957]

No person shall cast, drop, throw, place or cause to be cast, dropped, thrown or placed upon any sidewalk or part of any street or avenue or other public place in said City any stone, coal, firewood, leaves, paper, dirt, chips, straw, cinders, ashes or rubbish, glass, iron, nails, tacks, wire or other metal or any other substance without immediately removing the same.

Section 210.730 Property Owner Responsibility to Maintain All Physical Encroachments.

[R.O. 2004 §225.100; Ord. No. 776 §51 — 4, 6, 10-5-1993]

- A. All property owners in the City of Pevely, Missouri, shall be obligated and required to maintain at their own expense any and all physical objects including, but not limited to, trees, shrubs, grasses, walls, porticos, stoops, awnings, area ways, walls or

other structures or things on the property owner's property that encroach upon the right-of-way of any City "street" as that term is defined in this Section so that the street right-of-way, including sidewalks, is kept in a reasonably safe condition for travel and as public thoroughfares in the usual modes by day and night.

- B. For purposes of this Section, the term "street" is defined as: A public or private thoroughfare which affords the principal means of access to abutting property. The term includes all facilities which normally are found within the right-of-way; it shall also include such other designations as highway, thoroughfare, parkway, throughway road, pike, avenue, boulevard, lane, place, forge or other such terms but shall not include pedestrian way or alley.
- C. Any object or thing within a street right-of-way that obstructs or interferes with the use of the streets or sidewalks shall be deemed a nuisance and the City shall have the right to remove it.
- D. The requirement that property owners maintain such objects referred in Subsection (A) above that abut their property shall apply regardless of who planted or placed the object in the street right-of-way.

COPY

CITY OF PEVELY
ADMINISTRATION / PUBLIC WORKS
CODE OF CONDUCT



COPY

ADOPTED AUGUST 2008
REVISED 1/11/2019

City of Pevely

Code of Employee Conduct Handbook

Table of Contents

General Information	1.0
Purpose	1.1
Equal Employment Opportunity	1.2
Workplace Discrimination	1.3
Conflict of Interest	1.4
Safety & Health	1.5
Recruitment Hiring and Employment	1.6
Applications	1.6.1
Notice of Vacancies	1.6.2
Ethics in Employment	1.6.3
Employment Testing	1.6.4
Verification of Work eligibility	1.6.5
Orientation	1.6.6
Employment Classifications	1.6.7
Probation Period	1.6.8
Employment Application/Hiring Process	1.6.9
Code of Conduct	2.0
Introduction	2.0
Notice to Employees	2.0
Act with Integrity & Honesty	2.1
Employee Behavior	2.2
Attendance & Punctuality	2.3
Dress & Appearance	2.4
Vehicles & Equipment	2.5
Service	2.6
Following Instructions	2.7
Email/Internet/Telephone/Cell Phone Use	2.8
Email/Internet Use Policy (11/2/2009)	2.8.1
Social Media Policy	2.9
Possession of Weapons & Explosives	2.10
Respect	2.11
Safety Policy	2.12
Staffing and Selection	2.13
Substance Abuse: Section 117.150-117.210	2.14
Workplace Violence/Threats of Violence: Section 117.030	2.15
Major Work Rule Violations	3.0
Violation of Discrimination of Harassment Policy	3.1
Failure to Act with Integrity & Honesty	3.2

COPY

Employee Behavior / Conduct Unbecoming	3.3
Attending & Punctuality	3.4
Failure to Provide Resident Assistance	3.5
Failure to Follow Instructions/Insubordination	3.6
Violation of Staffing and Selection Policy	3.7
Violation of Safety Policy	3.8
Violation of Substance Abuse Policy	3.9
Possession of Weapons and Explosives	3.10
Workplace Threats of Violence: Section 117.030	3.11
Information Systems Use and Security	3.12
Background Check	3.13
Minor Work Rule Violations	4.0
Violations of Respect	4.1
Failure to Provide Resident Service	4.2
Failure to Act with Integrity & Honesty	4.3
Employee Behavior/Conduct Unbecoming	4.4
Attendance/Punctuality	4.5
Following Instructions/Insubordination	4.6
Violation of Safety Standards	4.7
Workplace Conduct	4.8
Sexual Harassment Policy	5.0
Introduction	5.0
Examples	5.1
Sexual Harassment Prohibited	5.2
Disciplinary Action	5.3
Complaints of Sexual Harassment	5.4
Concerns of Sexual Harassment	5.5
Reporting Sexual Harassment	5.6
Investigation of Harassment	5.7
Privacy	5.8
Conclusion of Investigation of Sexual Harassment	5.9
Compensation Policies	6.0
Establishment of Pay Systems	6.0
Compliance with State and Federal Pay Acts	6.1
Right to Change Compensation	6.2
Pay Schedule	6.3
Payroll Deductions	6.4
Reporting Hours Worked	6.5
Work Periods	6.6
Overtime Compensation & Compensatory Time Policy	6.7
Call Outs	6.8
On-The-Job Injuries	6.9
Travel Requirements	7.0
Travel Requirements	7.0
Transportation	7.1
Meal Allowance	7.2
Lodging	7.3

COPY

Exceptions & Other Expenses Allowed	7.4
Unallowable Expenses	7.5
Applicability	7.6
Promotions, Lateral Job Changes and Demotions	8.0
Employee Benefits	9.0
Health, Dental, Life Insurance, LTD, 457 Retirement Plan	9.0
Social Security	9.1
Worker's Compensation	9.2
Unemployment Compensation	9.3
Education and Training	9.4
457 Benefit	9.5
Leave Time	10.0
Work Leave Time	10.0
Paid Time Off	10.1
Holidays	10.1.1
Vacation Leave	10.1.2
Sick Leave (Section 117.110D)	10.1.3
Notification	10.1.3.1
Physician's Certification	10.1.3.2
Emergency or Bereavement Leave	10.1.4
Unpaid Time Off	10.2
Military Leave, Voting and Jury Duty	10.2.1
Family & Medical Leave Act (FMLA)	10.2.2
Sick Leave Bank	10.3
Employee Personnel Records	11.0
Personnel Files	11.0
Leave Records	11.1
Employee Discipline	12.0
At-Will Employment	12.0
Dispute Resolution/Grievances (Section 117.130)	12.1
Separation from Employment	12.2
Insurance Continuation after Separation	12.3
Employee Acknowledgement	
Appendix A	

COPY

The City of Pevely, Missouri is an “Equal Opportunity Employer.” It is the policy of the City that all personnel actions are conducted in a manner that provides equal opportunity to all employees and prospective employees. Every effort is taken to ensure that employees and prospective employees are treated fairly, and their civil rights protected.

1.0 General Information

This handbook is NOT a contract. No contract of employment with the City of Pevely will be valid unless it is signed in accordance with proper procedures by a representative of the Mayor and Board of Aldermen of the City of Pevely AND unless it is signed by and contains the name of the employee who would be benefited by the contract.

The policies and benefit offering outlined in the handbook are subject to change at any time, without notice. Changes may be made at the sole discretion of the Board of Aldermen of the City of Pevely. Any changes thereto supersede any prior written, verbal or implied policies.

1.1 Purpose

This handbook outlines the employment policies of City of Pevely. The policies will inform employees of their benefits and responsibilities of their employment. The City of Pevely has developed these policies for the purpose of promoting fair and consistent practices by managers and employees.

The City of Pevely’s employment practices policies will apply equally to all employees, unless exempted by law, contract or the terms of a policy. Where federal or state laws or regulations supersede Pevely’s policies, employees will be instructed to observe the requirements of these state and federal laws.

This handbook provides a summary of the employment policies of the City of Pevely, Missouri. Employment practices, policies in their complete form, are available in Human Resources/City Clerk’s Office. Copies are given to employees at orientation.

1.2 Equal Employment Opportunity

It is the policy of the City of Pevely to provide equal employment opportunity to employees and applicants for employment without regard to race, creed, religion, color, sex, age, national origin, disability, military status, or any other classification protected under applicable law.

Equal Employment Opportunity applies to all terms, conditions and privileges of employment, including hiring, probation, training, promotion, transfer, compensation, benefits, and assistance, layoff, recall, employee facilities, discharge, and retirement.

1.3 Workplace Discrimination

The City of Pevely’s policy prohibits any employee acts of discrimination. The use of racial or ethnic jokes or derogatory remarks will not be tolerated, will be investigated, and disciplinary action will be taken if warranted. Furthermore, any type of retaliation for reporting discrimination is prohibited, will be investigated, and disciplinary action will be taken, if warranted.

1.4 Conflicts of Interest

Employees may not enter into dealings or financial interests in contacts and services performed by City of Pevely. This includes deriving any direct or indirect profit resulting from the sale, service, contracting or purchases made on behalf of the City of Pevely.

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City employees may not accept financial benefits that would reasonably tend to influence decisions or encourage that employee to disclose confidential City business. Any offers of money, services, benefits, favors or other possible conflicts should be discussed with supervisors and/or City legal counsel. Employees are protected from requirements, whether real or implied, to contribute time or money to any person or party. Soliciting political party campaign contributions, promoting fundraising drives and even encouraging subordinates and colleagues to contribute to community non-profit organizations are prohibited activities. Violators will be subject to disciplinary procedures.

City employees, with the exception of elected officials, are not allowed to participate in political activities while working for the City of Pevely. No City property such as equipment, buildings or vehicles can be used to display campaign materials and may not be used for any other political activity.

1.5 Safety and Health

The City of Pevely requires employees to conduct job task safely to protect themselves and others at work. Every accident near-miss, or injury needs to be reported to a supervisor immediately. The supervisor or manager of the department will file an incident report, first report of injury, and/or incident investigation report, as appropriate.

In the case of injury requiring medical attention, employees should seek the nearest medical facility in case of serious injury. In other cases, the injured employee should seek medical attention using the City of Pevely's preferred workers compensation health provider list. Upon return to work, a physician's statement of medical condition and release to return to work must be submitted to the Human Resources/City Clerk's office.

If a workplace injury requires long term medical attention and long-term care, the injured employee will work with the supervisor and the Human Resources/City Clerk's office to decide on return to work, light duty job opportunities and eligibility for continuing employment. In the case of permanent disability due to job injury, a final release and settlement will be arranged, if appropriate.

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1.6 Recruitment, Hiring and Employment

1.6.1 Applications

Employment applications will be accepted in the office of Human Resources/City Clerk. Applications received at times other than when direct solicitations are made for a particular position, will be kept on file in the office of Human Resources/City Clerk for a period of six months to be accessed by any of the City of Pevely department or function seeking an employee. Placement of a completed application in the Human Resources/City Clerk's file will not constitute application for any specifically advertised position and will not require further action by any elected official or administrative person.

1.6.2 Notice of Vacancies

All vacancies in the City of Pevely, Missouri will be announced in one or both of the following methods:

- Posting on the "Positions Vacant Bulletin Board" in City office building
- Newspaper publications

Mailings to local employment agencies may also be used. The Employment application solicitation process also will include a recruiting effort which may extend beyond the City of Pevely when deemed necessary to obtain applications from individuals with necessary technical skills or other specialized qualifications.

1.6.3 Ethics in Employment

No Person will be employed by the City of Pevely, Missouri when that employment would result in violation of the ethics in government provisions found in the City of Pevely's Ordinances and the Missouri State Statues. Any such appointment may be voided by the Mayor and Board of Aldermen of the City of Pevely.

No hiring authority may appoint or vote for the appointment of his/her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law to any position within the same department.

No person will be hired to any position within a department when that individual's spouse is already serving in any position within the same department, as an employee of the City of Pevely, MO.

No person will be hired if such hiring would result in a direct or indirect supervision conflict due to a relationship between the prospective employee and a supervisor that falls within any relationships described in the two paragraphs above.

1.6.4 Employment Testing

Test for job applicants will be limited to skills or performance testing to determine the level of competence or ability to perform certain tasks associated with the job being sought. An applicant will be disqualified from consideration for employment in a position if he or she does not meet the job qualifications for the position.

For employees required to drive or operate equipment, which requires a driver's license, driving records and license validity will be checked.

1.6.5 Verification of Work Eligibility

The employing department is responsible for verifying the applicant's employment experience, education and skills before extending a job offer to the applicant.

By federal law, each new employee must, within the first three days of employment, complete and sign an USCIS form I-9 and show proof of identity and eligibility. The new applicant must also complete state and federal tax forms, insurance forms, insurance information about dependents, the employee acknowledgement from the Employee Handbook and any other necessary employee benefit forms.

If the applicant knowingly makes a false statement on the application form; cannot legally hold the position; offers money, service or anything of value to win favor during the application process, he or she may be disqualified. Finally, if the prospective employee does not meet the physical requirements when tested; or has not provided proof of citizenship or legal work status within the first three days of employment, they may be disqualified.

1.6.6 Orientation

Human Resources/City Clerk's office provides general orientation about the City of Pevely, Missouri and the benefits of employment. Each employee will receive a copy of the Employee Handbook and any applicable workplace rules. It is the responsibility of the employee to read and gain an understanding of the handbook and work rules. The employee will acknowledge receipt of the handbook; periodic updates also will be acknowledged.

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In most cases, actual job duty orientation and training will be given within the specific department he or she will work.

1.6.7 Employment Classification

Full-Time regular employment consists of at least 40 hours of work each week. This group includes both exempt and non-exempt classifications. Regular full-time employees are eligible for the City of Pevely benefits, except for exempt employees who do not accumulate compensatory time.

Part-time employees are those whose work schedule is, typically, 31 hours or fewer per week. Part-time employees will not receive the benefits provided to regular employees, except those required by law (e.g., Social Security, Workers Compensation). Part-time employees are not entitled to sick leave, vacation pay, or holiday pay, unless specifically approved by the Board of Aldermen.

Temporary full-time and temporary part-time employees are those hired for a period of less than six months. Full-time or part-time temporary employees may be exempt or non-exempt but are only eligible to receive benefits mandated by law (e.g., Social Security, Workers Compensation).

1.6.8 Probation Period

New Employees or those who are promoted or transferred to another work group will serve a six-month probation period. Any significant time, totaling more than five days, the employee is absent during this period extends the probationary period for the amount of time missed. Accumulated leave will not be paid to employees resigning or terminated during the first six months of employment.

1.6.9 Employment Application/Hiring Policy

Employment with the City of Pevely ("City") is entered voluntarily, and the employee is free to resign at will at any time, with or without cause. Similarly, the City may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state law. The City believes a strong commitment to equal employment opportunities is more than a legal and moral obligation; it is also sound business practice to realize the potential of every individual. In order to provide equal employment and advancement opportunities to all individuals, employment decisions in the City will be based on merit, qualifications, and abilities. The City does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by law.

This policy regarding the application and hiring process for new employees of the City is not intended to create a contract, nor is it to be construed to constitute contractual obligations of any kind or a contract of employment between the City and any of its employees. This policy supersedes all existing policies and practices regarding the application and hiring process for the employees of the City. For all hiring decisions, the City and applicants must comply with the following:

1. The Department Director for the department seeking to hire a new employee must prepare and submit to the City Clerk for approval by the Board of Aldermen an Intent to Hire Form. No position may be advertised or filled without the Department Director first obtaining approval from the Board of Aldermen.
2. Upon approval by the Board of Aldermen of the Intent to Hire Form, the Department Director shall prepare a written job description and shall submit the written job description to the Human Resources Department for posting. No interviews of applicants may be conducted until the Board of Aldermen has approved the Intent to Hire Form and the job description has been properly posted by the Human Resources Department.
3. All applicants who are to be considered for a vacant position must have fully completed the City's written Employment Application and the written consent for the City to complete a full

background check and Employment Eligibility Verification Form I-9 and submit them to the Department Director.

4. The Department Director may select interviewees and conduct interviews. If desired, the Department Director may first have the Human Resources Department screen the applications to exclude those applicants who do not meet the minimum requirements for the vacant position. No applicant may be interviewed for a position where the applicant has not first fully completed and submitted the City's written Employment Application and the written consent for the City to complete a full background check and Federal Eligibility Report.
5. After conducting the interviews, the Department Director will select the candidate he or she desires to have hired for the vacant position.
6. Once the Department Director has selected his or her desired candidate, the Human Resources Department will conduct necessary background and reference checks, and drug testing.
7. Upon obtaining clear background checks, reference checks and drug testing, the Department Director shall submit the hiring recommendation form to the City Clerk and the City Clerk shall cause the recommended hiring decision to be placed on the agenda for a Board of Aldermen meeting.
8. The recommended candidate, the Department Director recommending the selection of the candidate and the Director of Human Resources must attend the Board of Aldermen meeting at which the hiring decision is to be made.
9. Upon approval by the Board of Aldermen to make a conditional offer of employment, the candidate must meet with the Director of Human Resources at least 72 hours before the candidate's schedule first shift to complete pre-employment paperwork, including Federal Form I-9 for employment verification and the providing of two forms of identification as required by Federal Form I-9, and benefits paperwork and to schedule a pre-employment physical, if one is deemed necessary for the position.

A new employee may not commence employment without following these procedures and a Department Director may not fill a vacant position without complying with these procedures.

The same procedures outlined in sections 1 through 5, 7 and 8 above also apply to all promotions within the City as well as new hires and Department Directors seeking to promote one or more employees and existing employees seeking promotions must comply with these requirements.

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Code of Conduct

(Section: 117.010 Pevely Municipal Code)

2.0 Introduction

The City of Pevely hereby adopts the “Code of Conduct” which is on file in the office of Human Resources/City Clerk’s office. The Board of Aldermen of the City reserves the right to amend such code at any time they deem such changes necessary.

Pevely recognizes that its employees expect to be informed of what is expected of an employee and the consequences that will result if those expectations are not met. As a result, standard, common sense rules of conduct that are necessary for orderly and efficient operations have been established. The following provides examples of two types of prohibited conduct: (1) **Major Work Rule Violations**, which are considered to be so severe in nature that they would normally result in termination for a first offense; and (2) **Minor Work Rule Violations**, which are considered to be unacceptable behavior in the workplace that would normally result in discipline and may individually or cumulatively result in termination depending on the seriousness of the offense(s).

These rules of conduct pertain to all employees of the City of Pevely regardless of position within the City.

Anyone violating these rules of conduct may be disciplined up to and including termination as determined by the Board of Aldermen.

This Code of Conduct does not create a contract between the City of Pevely and an employee and may be amended by the Board of Aldermen at any time without having to consult with employees.

Notice to Employees

City employment practices operate under legal doctrine known as “employment at will.” Within state and federal employment law, the City has the right to terminate an employee at any time and for any reason, with or without notice except that Pevely will comply with all state and federal legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal. A two-thirds (2/3) vote of all the members of the Board of Aldermen is required for termination. (Chapter 79, Section 240 RSMo.) The City will attempt to ensure that employee terminations are not made in an arbitrary or capricious manner. However, this handbook and the personnel policies referenced do not constitute or imply a contract, agreement, promise or guarantee of employment or continued employment. Pevely also reserves the right to change these policies at any time and without prior notice to employees.

City of Pevely is an “Equal Opportunity Employer.” It is the policy of the City that all personnel actions are conducted in a manner that provides equal opportunity to all employees and prospective employees. Every effort is taken to ensure that employees and prospective employees are treated fairly, and their civil rights protected.

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THE CODE

2.1 Act with Integrity and Honesty

The City of Pevely expects all employees to act with integrity and honesty in all matters related to City business. Employees may not obtain or use any property or services of the City, fellow employees, our customers, visitors, or vendors in a manner other than that authorized by City policy or by federal, state, or local laws.

2.2 Employee Behavior

Employees must perform their assigned duties to the best of their ability and in the best interest of the City, fellow associates, our customers, visitors, or vendors. Associates must not take any action that creates a risk, harm, or damage to oneself, another person, the City, or the responsibilities of the City or others. Employees must adhere to and fully comply with all City policies and procedures. This includes policies not specifically outlined in this code of conduct. Supervisors must be conscious of the fact that they are responsible for employee behavior while on the job. At no time shall an employee create an atmosphere of tension, discomfort, or harassment.

2.3 Attendance & Punctuality

To provide the level of service that the residents expect and deserve, all employees are expected to report for work at the assigned time, ready to perform their assigned duties and work their assigned scheduled hours. Public Work and Code Enforcement employees are allowed one-half (1/2) hour off for lunch; and one (1) fifteen (15) minute break in the morning and one (1) in the afternoon. City Hall staff utilizes a working lunch.

2.4 Dress and Appearance

Uniforms will be provided to Police Department employees that include shirts, pants, and outerwear for the winter months. A boot allowance will be provided in the amount of \$100.00 per year for the Police Department employees.

Public Works employees will receive a uniform reimbursement allowance in the amount of \$300.00 per year. Public Works uniform reimbursement allowance will cover boots, pants, and winter outerwear. Shirts with the City of Pevely logo will be provided to Public Works Employees at the discretion of their Supervisor/City Clerk. Safety equipment including hard hats, gloves, rain gear, and rubber boots shall be provided by the City. All uniform reimbursements for Public Works employees are subject to the approval of their Supervisor. Uniforms for employees not previously identified shall be at the discretion of the City Administrator. All employees are expected to provide a neat, clean appearance, with proper footwear.

City funded footwear shall provide adequate job specific feet and ankle protection. Employees receiving boots/shoes reimbursements shall wear the items as an element of their work uniform unless medical documentation dictates otherwise.

Code Enforcement Officers will receive a uniform reimbursement allowance in the amount of \$300.00 per year. Code Enforcement uniform reimbursement allowance will cover boots, pants, and polos. Safety equipment including hard hats, gloves, rain gear, and rubber boots shall be provided by the City. All uniform reimbursements for Code Enforcement are subject to the approval of the City Administrator. Uniforms for employees not previously identified shall be at the discretion of the City Administrator. All employees are expected to provide a neat, clean appearance, with proper footwear.

City Hall Staff shall be business casual Monday through Thursday with jeans being allowed on Fridays. No uniform allowance is provided to City Hall staff.

2.5 Vehicles and Equipment

Each employee shall be familiar with and be qualified to use all vehicles and equipment authorized by his or her department.

- Vehicles will be maintained in a clean and serviceable condition at all times.
- There will be no horseplay at any time with any vehicle or equipment. Missouri State Law prohibits riding in the bed of a pick-up truck.
- All accidents must be reported in writing as to the cause and extent of damages to said property for City records and insurance reasons. Failure to do so will cause it to be believed that the accident was purposely done and could lead to dismissal.
- Public Works Personnel must have a commercial vehicles License Class B to operate City equipment.

2.6 Service

All employees are expected to provide the residents with a quality level of service by investigating all complaints, anticipating the needs of the residents, and solving the problem to the best of your ability.

2.7 Following Instructions

Employees are expected to follow the directions and instructions of supervisors, unless doing so would violate the law, City policy, or physically endanger their lives.

2.8 Email/Internet/Telephone/Cell Phone Use

Employees may not use the City's equipment to send or receive information in violation of federal or state law, in violation of City policy, or in violation of the property rights of another. Employees who violate this standard operating practice are subject to discipline, which could include termination of employment. Employees may also be prosecuted if they are in violation of state or federal law. Personal use is subject to all City of Pevely policies. Telephones are to be used for City business. Personal calls should be limited both in frequency and length of the call. Long-distance personal calls are not allowed, except in particular situations, which should have approval of the supervisor. Cell phones shall not be utilized in any moving City owned vehicle, employees should pull over to the side of the road or wait until they arrive at their destination to return or take phone calls.



2.8.1 Email/Internet Use Policy (11/2/2009)

The purpose of this policy is to protect the computer data system installed throughout the administrative, public works, and police departments, and to prevent malicious, hurtful, and inappropriate use of the equipment provided for employee use in conducting business for the City of Pevely and includes the appropriate use of any email sent to employees, vendors, volunteers, agents, or elected or appointed officers operating on behalf of the City.

Each employee is assigned a username and password to protect their computers from being accessed by unauthorized individuals. Employees shall not share this information with anyone except under the direction of the City Administrator.

Use of the internet or email system shall not be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair, color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any emails with this content from any City of Pevely employee, elected or appointed officer, vendor, volunteer, or agent should report the matter to their supervisor immediately. Employees shall not access websites that contain profanity, nudity, or offensive images or those websites devoted to piracy and criminal activity. No employee is allowed to intentionally circulate a computer virus or block anti-virus software the City has installed to protect the system.

Using a reasonable amount of resources for personal use is acceptable, but non-work-related email shall be saved in a separate folder from work related email. Sending chain letters or joke emails from the City of Pevely email account is prohibited. Virus or other malware warning and mass mailings from the City of Pevely shall be approved by the City Administrator before sending. These restrictions also apply to the forwarding of email received by a City of Pevely employee, volunteer, or elected or appointed officer.

City of Pevely employees shall have no expectation of privacy in anything they store, send, or receive on the company's email and internet system and computer equipment. The City may monitor messages and traffic without prior notice. The City is not obligated to monitor email messages, or the data used by an employee.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

2.9 Social Media Policy

This section establishes guidelines for the use of Social Media ensuring that the City is a safe place to work and will provide an effective and efficient mean of gathering news and information for the citizens and employees of the City of Pevely. This policy shall apply to social media activity both on and off duty and shall apply whether or the post are made using personal identifying information, anonymously or while using a pseudonym.

Employees shall not use social media to harass or discriminate against coworkers, create a hostile work environment, divulge confidential information, or harm the goodwill, image and/or reputation of the City. Employees that fail to conduct themselves in an appropriate manner shall be subject to the disciplinary procedures.

Request to use social media site shall be directed towards the City Administrator or Chief of Police. They will monitor content for appropriate use, message and branding consistent with the goals of the City of Pevely. They have the authority to remove information from social media if it violates the standards.

The City does not discourage employees' use of social media within the established guidelines on nonbusiness personal time. However, employees may not use any City of Pevely branded material without the specific written consent of the City of Pevely. Additionally, the guidelines provided below must be adhered to whether during business or non-business time. If an employee is uncertain about the appropriateness of a social media posting, they shall check with their supervisor or department head.

A. Social Media Guidelines for Employees:

1. Do not post any comment or picture involving an employee, Board of Aldermen member, Mayor, patron, citizen, or volunteer of the City on the job or at City sponsored functions on any City controlled or maintained site without the City's expressed written consent.

2. Employees whose affiliation with the City is evident should mention that the remarks made on the web only reflect his or her own views and not necessarily the views of the City or other employees. However, based on the needs of the City, an employee may be counseled to refrain from commenting on work-related matters, even if he or she mentions that his or her view are his or her own.
3. Employees representing the City government via social media outlets must always conduct themselves as representative of the City of Pevely.
4. Employees should remember that their conduct may reflect upon the City, and they are expected to exercise good judgement in their web communications.
5. Employees are cautioned that they may be subject to discipline, up to and including discharge, for making defamatory, obscene, libelous, or threatening statements pertaining to the City or its employees
6. Employees who use social media are responsible for complying with applicable federal, state, and City laws, regulation and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information security polices established by the City of Pevely
7. Employees shall not provide any confidential, proprietary, or private information about the City or its employees
8. All City policies that regulate off-duty conduct apply to social network activity, including, but not limited to, policies related to illegal harassment, code of conduct, non-discrimination, etc.
9. The City logo shall not be used on the web without prior written permission from the City
10. Employees shall consult with their appropriate supervisor with any questions about the City's views with respect to these guidelines for web communications and the City's legitimate business interest
11. Employees shall not disclose information that was obtained as a result of their employment with the City.
12. Employees shall not post any work-related comments/material while on duty or from a City owned machine, unless expressly approved by their department head.

Important: Employees authorized to respond on behalf of the City to social media sites constitutes a form of communication subject to the provisions on the Sunshine Law *See Ch. 610, RSMo.*

2.10 Possession of Weapons & Explosives

The City does not permit employees other than those in the Police Department/Animal Control to possess or use any kind of weapon, explosive, or other dangerous implement while employees are at the workplace or otherwise performing duties on behalf of the City. This policy applies whether or not a weapon is armed, loaded, or properly secured and whether or not it is concealed on an employee's personal property such as a purse, briefcase, or vehicle.

Pepper spray, mace, and teargas may be carried on City premises only while going to and from work. Such products should not be carried on your person when in performance of your duties. Use of such products to initiate a confrontation on City premises or while performing duties on behalf of the City is prohibited, even while going to and from work (from car to building and vice versa). Associates bear complete responsibility from their use of such products.

2.11 Respect

The City is committed to providing an environment of mutual respect, free of harassment and discrimination for our employees, residents, and vendors. Employees are expected to treat each other,

residents, and vendors with courtesy and to resolve any differences in a professional, non-abusive, non-inflammatory, and non-threatening manner, to create a positive, productive environment. Employees are responsible for their own behavior and for understanding how others may perceive their conduct in the workplace. Conduct that may be acceptable outside of the work environment may be unacceptable in the workplace.

Pevely is committed to providing a safe and healthy workplace and prohibits smoking in all City facilities and vehicles.

2.12 Safety Policy

It is important to maintain a safe work environment for employees, residents, and vendors. Associates must follow the City's safety standards to ensure the well-being of all. Every employee must take personal responsibility and ownership for safety.

All employees are required to immediately address safety issues and report unsafe conditions or behaviors to your supervisor.

2.13 Staffing and Selection

No person will be employed when that employment would result in violation of the ethics in government provisions found in Chapter 105 Missouri Revised State Statutes. Any such appointment may be voided by the Board of Aldermen if not done voluntarily by the hiring department.

The Board of Aldermen has the final say when it pertains to hiring and firing, based on the recommendations of the supervisors and City Administrator.

2.14 Substance Abuse: Section 117.150-117.210

The City strives to provide a safe, productive environment for its employees, residents, and vendors. This includes a safe workplace, free of the problems associated with the use and abuse, including having detectable levels based on the City's testing standards, of alcohol, illegal or non-prescribed controlled substances. All use (including having detectable levels based on the City's testing standards), sale, distribution, possession or transfer of alcohol, or illegal drugs, or illegal use of prescription drugs when on the job, on City property (City hall, public works, parks, etc.) or in a City owned or rented vehicles is strictly prohibited. Employees choosing to consume alcohol at City events or functions (such as the Fall Festival) (**not on the job**) must limit their intake to moderate amounts. Whether consuming alcohol or not at off-site events, all employees must display appropriate behavior, consistent with City values and respectful of all others and their property. Illegal substance use and abuse subjects the City to unacceptable risk of work place accidents, errors, or other behaviors that would undermine the City's ability to operate safely, effectively, and efficiently. Therefore, to maintain an alcohol, drug, and substance abuse free workplace, the sale, offering, possession or use of alcohol or illegal or non-prescribed controlled substances is prohibited. (*See Appendix A*)

2.15 Workplace Violence/Threats of Violence: Section 117.030

An employee who becomes aware of a display of violent, abusive, or threatening behavior, or a threat to engage in such behavior by another employee, former employee, resident, or vendor, is to report such behavior to his or her immediate supervisor, another supervisor, or City Administrator.

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Major Work Rule Violations

3.0 This Section provides examples of prohibited conduct that could result, at the discretion of the Board of Aldermen, in termination for a first offense.

3.1 Violation of Discrimination of Harassment Policy

Discriminating against an employee, resident, or vendor on the basis of race, color, gender, sexual orientation, age, religion, national origin, disability, or any characteristic protected by applicable law. Engaging in any activity that violates the City's sexual harassment or general harassment policies or other behavior prohibited by the harassment policy towards an employee, resident, or vendor. Harassment or disrespectful behavior can be verbal, non-verbal, or physical. Sexual harassment is prohibited. (*Refer to separate sexual harassment policy*)

3.2 Failure to Act with Integrity & Honesty

Stealing or attempting to steal the property of a resident, fellow employee, the City, or a vendor, whether retail or non-retail, and regardless of purpose, the amount involved or the method used to remove the property from the premises; knowingly possessing any such stolen property, fraudulent reporting of travel and business expenses, using City credit card for unauthorized purposes, falsifying a City document or a document relied upon by the City, by including false information or by knowingly omitting relevant information such as:

- Falsifying reports, medical excuses, applications, etc.
- Making false reports or claims
- Manipulating inventory
- Clocking in or out for another employee or allowing another employee clock you in or out
- Removing or copying documents/information/records from a file without proper authorization from the employee files or record book
- Altering, falsifying, destroying, or misusing employment documentation including computerized materials and time clock records
- Participating in or inappropriately influencing a transaction between the City and another individual or organization when self-interest is involved; any situation where a conflict of interest exists between the City's interest and an employee's
- Personal interest (i.e., soliciting work from contractors for personal gain)
- Performing any duties in the City's behalf without being on the clock
- Asking an employee to commit a fraudulent or illegal act

3.3 Employee Behavior/Conduct Unbecoming

- Initiating or participating in physical altercations or assault, attempted assault, or offensive, aggressive, and/or threatening conduct (i.e., threats of bodily harm to a person or family, etc.)
- Vandalizing City, employee, vendor, or resident property or willfully attempting to cause harm, damage, or injury to another person, to the property of that person, or to the property of the City, whether or not the harm, damage, or injury actually occurs.
- Being convicted of, or pleading guilty or no contest to, a serious criminal offense which substantially relates to the job including crimes involving violence or dishonesty (i.e., theft, fraud, sexual assault, possession of illegal drugs, etc.)
- Taking any action that creates a security or loss prevention risk, whether or not such risk results in financial loss or causes harm or damage to oneself, another person, the City, the property of the City or others

- Assigning work that places employees at risk of serious harm, significant damage to City property or financial loss to the City whether or not such harm or damage occurs; knowingly allowing employees to perform work or assignments under unsafe conditions.
- Disclosing confidential or proprietary information without specific authorization. Such information includes, but is not limited to: resident account information, employee information such as disciplinary actions, Social Security Number, etc.
- Using equipment to videotape, audiotape, or take photographs on City property unless specifically authorized to do so by a supervisor in connection with the performance of his or her work
- Conducting a gambling operation in any form and including dice, cards, lotteries (except that which is sanctioned by the state), numbers, etc.

3.4 Attendance & Punctuality

- Continuously clocking in late
- Not notifying your supervisor of your absence at least 1 hour before your shift
- Allowing another individual to clock you in during your absence

3.5 Failure to Provide Resident Assistance

- Blatantly disregarding a resident's request
- Being rude
- Treating resident in an abusive, threatening, or inflammatory manner including initiating arguments with a resident
- Disregarding safety standards that result in placing a resident at risk of serious harm
- Disregarding safety standards that result in considerable damage to a resident's property
- Obtaining personal or confidential information regarding a resident without authorization

3.6 Failure to Follow Instructions/Insubordination

- Failure to follow through on a job assignment
- Failure to follow proper safety rules during a job assignment
- Disregarding instructions, assignments from a supervisor
- Arguing, openly disagreeing with assignments, tasks issued by supervisor

3.7 Violation of Staffing and Selection Policy

- Assigning an employee to a position before the employee has qualified for the position and passed any appropriate test.
- Failure to interview enough candidates
- Intentionally allowing new hires to begin work prior to receiving all required pre-employment paperwork, such as results from a negative drug screen
- Paying new hire, a salary not authorized by the Board of Aldermen

3.8 Violation of Safety Policy

- Every employee must take personal responsibility and ownership for safety.
- All employees are required to immediately address safety issues and report unsafe conditions or behaviors to your supervisor.

3.9 Violation of Substance Abuse Policy

Violating the Alcohol Policy as outlined under Standards of Conduct:

- Selling, distributing, offering, possessing, transferring, or using alcohol or illegal/controlled substances during working time or on City premises

- Engaging in the illegal use of prescription drugs during working time or on City property
- Having detectable levels of alcohol, drugs, or non-prescribed controlled substances as determined by a drug/alcohol test
- Failing to produce a valid prescription when testing positive for prescription drug
- Refusing or failing to take a required drug and/or alcohol test within the defined time period
- Tampering with or adulterating a drug or alcohol test
- Failing to notify a supervisor before beginning work of any drug or medication taken that may inhibit the employee's ability to work or to operate equipment safely

3.10 Possession of Weapons and Explosives

Possessing or using any kind of weapon, explosive, or other dangerous implement while on City premises or while performing duties for the City (other than an official member of the Pevely Police Department or Animal Control Officer) whether or not it is armed, loaded, or properly secured and whether or not it is concealed on an employee's person or contained in an employee's property such as a purse, briefcase, or vehicle.

3.11 Workplace Threats of Violence: Section 117.030

- Direct threats or acts of violence made by an employee against another employee, resident, or vendor
- Failure to report threats or acts of violence by an employee, former employee, resident, or vendor, to a supervisor

3.12 Information Systems Use and Security

Disclosing City information by employees on any internet discussion forum

- Installing or running any pirated, copied, or illegally obtaining software on any City computer system
- Using the internet to access inappropriate websites as determined by the City (e.g., adult content, gambling, hate speech, etc.)
- Inappropriate use of the email or telephone as determined by the City (e.g., messages relating to sexual activity, threats of violence, hate speech, etc.)

3.13 Background Check

- Requesting a background check without the knowledge or consent of the employee
- Requesting a background check prior to an offer of employment
- Hiring and working an employee prior to the completion of all relevant background checks and approval by the Board of Aldermen.

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Minor Work Rule Violations

4.0 Examples of prohibited conduct include, but are not limited to, the following conduct. Violation may result in disciplinary action up to and including termination.

4.1 Violation of Respect

- Failing to treat employees, residents, volunteers, elected officials, vendors with respect or engaging in other inappropriate conduct toward others
- Failing to notify a supervisor or City Administrator of discrimination or harassment
- Failing to notify Human Resources/City Clerk of a change of address or telephone number

4.2 Failure to Provide Resident Service

- Failing to assist a resident at the counter, by phone, or by email message
- Arguing or bickering with a resident
- Disregarding the resident's request
- Intentionally failing to assist a resident
- Raising your voice to a higher level above a resident's raised voice

4.3 Failure to Act with Integrity & Honesty

- Performing unauthorized work in the City limits that could be in conflict with employment
- Failing to perform assigned work after clocking in

4.4 Employee Behavior/Conduct Unbecoming

- Smoking in any City building, vehicle, or equipment
- Reporting to work in an unfit condition to perform assigned work
- Unintentionally destroying, losing, or misusing property of a minor nature
- Appearance of conflict of interest between the City and personal interest
- Arguing or bickering with residents, volunteers, board members, or vendors

4.5 Attendance/Punctuality

- Failing to work as scheduled without sufficient prior notice to or authorization by a supervisor
- Having over the allowed number of sick incidents
- Having excessive tardiness
- Leaving work early without prior authorization from supervisor

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4.6 Following Instructions/Insubordination

Failing to perform a specifically assigned work task or following directions unless doing so would violate City policy or the law

4.7 Violation of Safety Standards

Employees must follow all work-related safety standards as set forth by OSHA, the State of Missouri, and those policies adopted by the City.

4.8 Workplace Conduct

Demonstrating a significant lack of attention to assigned duties and responsibilities (e.g., loafing, sleeping, reading for personal pleasure, horseplay, etc.)

Sexual Harassment Policy

Introduction

5.0 This policy prohibits sexual advances, request for sex (with or without related threats and promises of favors or other benefits), or other verbal or physical sexual conduct that could have a harmful effect on any employee's work performance or create a hostile or offensive work environment.

5.1 Examples of "sexual harassment" include:

- Obscene or sexually suggestive comments about a person's body;
- "Off color" language or "dirty" jokes of a sexual nature;
- Slurs, threats, repeated commands or other offensive verbal or physical conduct relating to a person's sex or sexual orientation;
- Offensive or unwelcoming sexual flirtations, advances or propositions, communicated verbally, by touch, or in writing;
- Use of sexually degrading words to describe a person or a group of people;
- Any display of sexually explicit photographs, drawings, greeting cards, articles, books, magazines, or other printed items; or
- Repeated unwelcoming or unnecessary touching of any part of another's body.

5.2 Sexual and other forms of harassment at work are strictly prohibited, whether committed by employees (management or non-management), vendors, citizens, or volunteers. Under this policy, managers or supervisors cannot threaten or imply that giving into or rejecting sexual advances will influence any decision regarding your employment.

5.3 Sexual and other forms of harassment by an employee will result in disciplinary action up to and including dismissal and may lead to personal legal and financial liability. You are encouraged to report your complaint if you believe you have been subjected to any form of harassment at work or during a work-related activity.

5.4 Complaints of sexual and other forms of harassment at work will be promptly and carefully investigated. Under this policy, your manager or supervisor cannot retaliate or try to harm you in any way if you choose to file a harassment complaint.

5.5 If you have concerns about harassment at your work by anyone, including managers, supervisors, co-employees, guest, citizens, volunteers or visitors, you should immediately bring those concerns to your manager's attention or you may contact **ANY** manager or supervisor with whom you feel comfortable discussing the situation.

5.6 If possible, you should bring your concerns to the attention of your immediate manager or supervisor. However, if unwelcome behavior involves a manager or supervisor to whom you directly or indirectly report, you can also seek help from any other manager, your Human Resources representative, or any other management member of the organization's administrative group.

5.7 The investigation may include interviews with all persons having direct knowledge of the unwelcome behavior, including the person who made the complaint, the person accused of sexual or other harassment, and other potential witnesses.

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5.8 Your privacy and the privacy of the person accused of sexual or other harassment will, to the extent possible, be kept strictly confidential.

5.9 At the conclusion of the investigation, the investigator will review the findings with the person (s) who made the complaint. If the investigation reveals that the complaint is factual, appropriate corrective action will be taken to prevent the harassment from occurring again, up to and including discharge of any employees believed to be guilty of sexual harassment. In any case, particularly in situations where the facts uncovered during the investigation are inconclusive or unclear, management will ensure that all parties are reacquainted with the policy prohibiting sexual or other harassment at work.

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Compensation Policies

6.0 Establishment of Pay System

The City of Pevely compensates employees in accordance with decisions by the Mayor and Board of Aldermen of the City of Pevely as budgets are set. Pay for any given position is subject to the annual budgetary process and, as such, may be subject to increase, reduction, or status quo maintenance for any time period. The supervising elected official or administrator may make suggestions about salary compensation and other pay system concerns but the final decision regarding compensation levels rests with the Board of Aldermen of the City of Pevely.

6.1 Compliance with State and Federal Pay Acts

The City of Pevely, Missouri will comply with all State and Federal pay acts respecting the compensation of employees for services performed.

6.2 Right to Change Compensation

The City of Pevely, Missouri reserves the right to change compensation for any reason deemed appropriate by the Mayor and Board of Aldermen of the City of Pevely. Compensation may also be adjusted based upon job performance and the availability of funds to maintain a solvent Pevely budget.

6.3 Pay Schedule (Section 117.120 of the Pevely Municipal Code)

The City of Pevely has adopted pay ranges and job classifications. All employees are paid off the rate scale voted on by the Board of Aldermen and approved by ordinance each year. Employees are paid on a weekly basis throughout the year. Upon employment, payroll is held one (1) week.

6.4 Payroll Deductions

No payroll deduction will be made from an employee paycheck unless authorized by the employee or required by law. Employees are required to report changes in family status, address or other information that could affect amount of deductions withheld. These include Social Security and income taxes, retirement system contributions, court-ordered child support and any other deductions required by law. Additionally, deductions may be authorized for employee contributions to health, dental insurance, and supplemental insurance and deferred compensation plans requested by the employee.

6.5 Reporting Hours Worked

It is the responsibility of those employees who are required to maintain a time card to properly record the time that he/she has worked during a payroll period. Employees must always utilize the time punch clock to clock in and out, unless there are extenuating circumstances. At the end of the reporting period, the department supervisor will sign the time card, verifying its accuracy.

6.6 Work Periods

The work week for all regular employees who complete time cards will begin at midnight on Saturday of each week and conclude at 11:59 p.m. of the succeeding Friday. For hours actually worked which exceed 8 hours in a day, premium compensation will be paid or authorized compensatory time will be allowed to accrue. Overtime will be allowed only when authorized by an appropriate supervisor or when absolutely necessary in an emergency.

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6.7 Overtime Compensation and Compensatory Time Policy (Section 117.140 of the Pevely Municipal Code)

- A. For the purpose of this section and unless otherwise provided in subsection (C), the work week for the City of Pevely Administrative, Public Works employees, the Police Department clerical employees, and Dispatchers, shall consist of forty (40) hours per week. The Chief of Police and Police Officers shall consist of forty-two (42) hours per week. The scheduling of such hours of work shall in the case of Police Department employees be determined by the Police Chief or such other person who is lawfully acting in his/her place and under the authority of his/her office. Scheduling of hours of work for clerical and office employees, other than those working in the Police Department, shall be determined by the City Administrator, unless otherwise prescribed by ordinance. Each person charged with scheduling hours of work hereunder shall schedule the hours of work for each employee so as to provide adequate time off from work in any week in order to minimize compensatory time.
- B. Unless Exempt under wage and hour laws or otherwise provided in subsection (C), compensatory time off shall be granted to any employee or officer of the City named in subsection (A) who works more than forty (40) hours during a workweek, under the following terms:
1. Any hours worked beyond forty (40) during a workweek for which the officer or employee wishes to obtain compensatory time off must be within the scope of his/her duties and must result from a directive by the person responsible for scheduling such person's hours of work and shall be no less than thirty (30) minutes per day.
 2. The person responsible for scheduling said hours in excess of forty (40) hours during a workweek shall complete the approved compensatory time form and such form shall be maintained in the officer's or employee's permanent personnel record file as maintained by the Human Resources Director.
- C. Compensatory time and overtime pay shall be granted to non-exempt Police Officers assigned to twenty-eight (28) day schedules under the following terms:
1. Non-exempt Police Officers working twenty-eight (28) day schedules shall receive a regular pay check weekly based on one-quarter of a one-hundred sixty-eight (168) hour, twenty-eight (28) day schedule.
 2. Because each non-exempt Police Officer assigned to a twenty-eight (28) day schedule receives pay for one-hundred seventy-one (171) hours but actually works only one-hundred sixty-eight (168) shall not receive overtime pay or compensatory time. Pay for these three (3) hours is already calculated into the Police Officer's regular weekly pay based on a one-hundred seventy-one (171) hour, twenty-eight (28) day schedule.
 3. For the first three (3) hours of additional work beyond one-hundred seventy-one (171) per twenty-eight (28) day work period, a non-exempt Police Officer shall receive compensatory time at a rate of time-and-a-half.
 4. For any hours worked beyond one-hundred seventy-four (174) per twenty-eight (28) day work period, a non-exempt Police Officer shall be paid overtime at a rate of time-and-a-half, or alternatively, he/she may take all hours worked over the one-hundred seventy-one (171) as compensatory time at a rate of time-and-a-half.
 5. Non-exempt Police Officers covered by this subsection will receive compensatory time or overtime in the first week's check after the current twenty-eight (28) day work period.
 6. Any hours worked beyond the one-hundred seventy-one (171) per twenty-eight (28) day schedule for which the non-exempt Police Officer wishes to obtain compensatory time or overtime pay must be within the scope of his/her duties and must result from

a directive by the person responsible for scheduling such person's hours of work and shall be no less than thirty (30) minutes per day.

The person responsible for scheduling said hours in excess of one-hundred seventy-one (171) per twenty-eight (28) day schedule shall complete the approved compensatory time form or overtime form and such form shall be kept in the Police Officer's permanent personnel record file as maintained by the City Clerk/Human Resources.

- D. Use of compensatory time must be requested by the non-exempt officer or employee in writing at least three (3) days prior to the requested time off unless an emergency situation arises, in which case time off shall only be granted at the discretion of the person responsible for scheduling. Compensatory time must be exercised within the calendar year in which it is earned, such year beginning on January first (1st) and ending on December thirty-first (31st). Compensatory time earned and not used by December thirty-first (31st) shall be carried forward to proceeding calendar year with approval by the Board of Aldermen by resolution or shall be paid to the non-exempt officer or employee at his or her regular rate of pay at the end of the year.

Non-exempt officers and employees may, in general, only accrue up to two hundred forty (240) hours of actual overtime worked, or one hundred (100) hours of compensatory time, depending on the work performed by the officer or employee.

- E. Whenever a non-exempt officer or employee of the City resigns, is terminated or is removed, the accumulated compensatory time shall generally be paid at the officer's or the employee's regular rate of pay.

6.8 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 four hours.

6.9 On-the-Job Injuries

All on-the-job injuries must be reported to the Human Resources/City Clerk as soon as practical to allow filling or worker's compensation claims in the proper manner. If an employee is disabled temporarily by an on-the-job accident, he/she is eligible for worker's compensation and will not be charged with any vacation or sick leave time while away from his/her position.

6.8.1 Modified Duty

6.8.1.0 Policy Statement

It is the policy of the City of Pevely, when possible, to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties due to an on-the-job injury. (Note: This policy should not be construed as recognition that an employee has a disability as defined by the Americans with Disabilities Act (ADA) of 1990 or any subsequent revision.)

6.9.1.1 Scope

This policy applies to all administrative, court, police, and public works employees.

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6.9.1.2 Definitions

Modified Duty position is a temporary position to which an employee is assigned or when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The modified duty position temporarily addresses the restrictions placed on an individual by the employee's treating doctor.

Employment Related Injury is an injury or occupational disease, which arises out of the course of employment

Physician in this policy means a (e.g. doctor of medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice as defined in the State of Missouri Workers' Compensation Regulations administered by the Missouri Department of Labor and Industrial relations under Chapter 287 RsMO.)

6.9.1.3 Eligibility

To be eligible for participation in the program, an employee must provide a written statement from his/her treating physician that he/she is:

1. Temporarily unable to perform his/her essential duties, following an employment related injury or illness.

And

2. Capable of carrying out work of a modified nature from his/her regular duties and is expected to return to his/her regular duties within 90 calendar days.

6.9.1.4 Process

1. Once notified of an on-the-job injury or illness, the department shall contact Human Resources/ City Clerk who shall inform the employee in writing of the Modified Duty Program.
2. The employee must be seen and evaluated by his/her physician to determine if the employee is able to return to work, and if so, with or without restrictions. At the time of the evaluation, the employee must inform the physician of the availability of modified duty.
3. When the employee is able to return to work with restrictions, the employee's physician shall submit his/her evaluation form, indicating the specific restrictions, and the duration of those restrictions. Clarification regarding temporary restrictions may be requested of the treating physician.
4. Taking into consideration the information provided by the physician, the employee's department, in consultation with the City Administrator, will determine if a temporary modified duty assignment can be offered. It should be understood that there may be instances in which the City will not be able to offer a modified duty assignment. If the employee's regular department is unable to meet the employee's need for modified duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a modified duty position in a different department which has been able to meet the employee's need for modified duty.

6.9.1.5 Compensation

In most cases, there will not be an adjustment in the compensation of the employee that is placed in a modified duty position. However, the employee placed in a modified duty position will be paid a salary that is equivalent to the salary of other employees holding the same position. The salary and benefits of the employee will remain the responsibility of the original employing department, including during any period of temporary placement external to the department.

6.9.1.6 Offer of Modified Duties Position

Once the employee has been approved to participate in the modified duty program, the City must provide a modified duty job offer letter. This letter shall include:

1. The position offered.

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2. The location and duties of the position offered.
3. The wages and schedule of the position offered.
4. The duration of the temporary work assignment.
5. A statement that the department will only assign a position/duties consistent with the employee's knowledge and skills, and will provide training if necessary.
6. A statement acknowledging that the employer is knowledgeable about and will abide by the limitations under which the treating physician has authorized the return to work.

6.9.1.7 Refusal of Modified Duties Offer

An employee may choose to accept or refuse the modified duty job offer. However, an employee who refuses a modified duty job offer is subject to termination. Rejection of the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

6.9.1.8 Duration of Modified Duty

A modified duty offer will be extended for an initial period not to exceed 90 calendar days. The duration of approved time will be based upon the information provided by the employee's physician. If the employee is unable to return to work at full duty after the initial approved time, he/she may request a continuation of modified duty not to exceed a total of 90 calendar days in a modified duty capacity. An employee requesting an extension of modified duty, beyond the originally approved amount of time shall submit documentation to the City from his/her treating physician. This document should include what limitations continue to exist and the probable duration of those limitations. If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of modified duty not to exceed a total of 180 days in a modified capacity. Approval beyond 90 calendar days will be based upon the assessment of the employee's ability to return to full duty within the immediate future. An employee requesting an extension beyond 90 calendar days shall submit updated information from his/her treating physician.

6.9.1.9 End of Modified Duty

An employee who is unable to return to his/her regularly assigned duties at the end of the modified duty agreement may request a leave of absence through his/her department or may elect to terminate his/her employment with the City. Provided the employee has exhausted any entitlement under the Family and Medical Leave Act (FMLA), the department has the option to approve or deny the leave of absence request. If leave without pay is denied, employment with the City will be terminated. If the employee believes that the condition is permanent, progressive, or chronic, the employee may pursue the Americans with Disabilities Act Accommodations Policy to determine if they are a qualified individual with a disability.

6.9.1.10 For Assistance: The City Administrator is responsible for administering the Modified Duty Program in consultation with the employee's department. Questions regarding the Modified Duty Program should be directed to Human Resources/City Clerk.

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Travel Expense and Reimbursement

7.0 Travel Requirements

1. The City shall reimburse employees/officials for official travel and related expenses incurred in connection with City business in such a manner that the individual will not suffer, nor gain, financially as a result of such travel or expense. The travel must be connected with official business for the professional development or specific of an individual or employee, which will enhance the value of the individual to the City.
2. Each City official or employee shall submit expense reports, designated expenses actually incurred and claimed for reimbursement under the established procedures.
3. *Travel Request* – City employees/officials planning to travel out of the City must submit a travel request to their immediate supervisor and the City clerk at least thirty (30) days in advance of the departure date if possible. A copy of the conference, seminar or meeting announcement must accompany the travel request. Registration forms shall be submitted in sufficient time to obtain any discounts, which may be available, by early registration or hotel reservation.
4. *Travel Expense Report* – City employees/officials shall submit to the City clerk a travel expense form within seven (7) working days upon returning from travel. All required receipts shall be attached, i.e., registration fees, hotel/motel bills, transportation tickets, meal receipts all with proof of payment. **All expenses must be detailed and itemized on the travel expense form.** All expense reports shall be prepared and signed by the individual claiming reimbursement, and approved by department heads, prior to submission to the City Clerk's office for approval.



7.1 Transportation

1. *Air, Train, Bus (common carriers)*: The cost of a round trip, **coach** ticket. A receipt must be provided and reservations made in advance in order to achieve the lowest rate.
2. *Personal vehicle*: Reimbursement for mileage allowance for use of a personal vehicle will be computed on the basis of 75% of the Internal Revenue Service standard mileage rate; in no instance should the claimed reimbursement exceed the cost of round trip air coach fair. Mileages will be taken from odometer readings and will be compared with the most direct route. If more than one City employee travels in the same vehicle, mileage will be paid only to the owner of the vehicle.
3. *City owned vehicle*: When travel is by City-owned vehicle, the cost of gasoline and oil will be allowed. Other expenditures related to automobile operations will be allowed when justified. Only additional City employees, employees of other municipal jurisdictions and other public entities are allowed as passengers.
4. *Other travel expenses*: Expenses incurred while at the City destination shall be reimbursed on an actual basis. Reasonable taxi, bus, shuttle, or public transportation fares will be allowed when available and practical. In traveling between hotels and conference sites, reasonable taxi or public transportation fares will be allowed, provided that no free conference shuttle transportation is available. Receipts are to be provided in all instances in order to be reimbursed.
5. *Parking*: Charges for routine parking while on official travel will be reimbursed. Receipts are required from reimbursement.

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7.2 Meal Allowance

Reimbursement to employees for meals will be allowed based on reasonable standards: Breakfast - \$7.00, Lunch - \$15.00, Dinner - \$25.00. Meals served to individuals attending a function as part of the program

presented at the conference and included in the registration should be pre-approved and paid directly by the City of Pevely. Employees/officials will not be reimbursed for separate meals if a prepaid meal event is scheduled at a conference for the same time period. An employee/elected official shall submit actual receipts for meals with proof of payment in order to be eligible for reimbursement.

Reimbursement may be made for an occasional meal for employees on one-day travel status working beyond their standard workday based on the same rates above.

7.3 Lodging

Lodging necessary to accommodate overnight travel is appropriately reimbursable to the traveler when approved by the City Clerk for City officials or employees. Lodging will be reimbursed based on a reasonable standard given the location and nature of the event or travel involved and a due recognition of the appropriate expenditures of public funds. Authorization shall be required in advance if traveling outside the State of Missouri.

Whether within or without the State of Missouri, if an event is held at a hotel or other facility offering accommodations, that facility may be selected for lodging even if the price of a single occupancy room is excessive if approved by the City Clerk. In the event that there is no lodging available at the conference hotel, an amount up to the cost of lodging in the conference hotel is authorized. Only the City will pay the lesser of the amount authorized or the expense actually incurred.

Payment or reimbursement will be allowed on an actual basis for City officials/employees for room charges only. Extra room expenses for a spouse or family member will not be reimbursed. Hotel receipts must be submitted with the request for reimbursement form. Hotel checkout time must be adhered too as no hotel expenses will be allowed following the hour of adjournment of the conference. Lodging charges must concur with the scheduled conference or meeting dates.

In the event of double occupancy for City employees on official travel, both employees should attach an explanation to his/her travel claim detailing dates and other employees with whom the room was shared. The lodging cost may be claimed by the employee who incurred the cost, or one-half the double one-half the double occupancy charge may be allowable for each employee.

City officials or employees on official travel are exempt from sales taxes on lodging within the State of Missouri, provided that an appropriate exemption form is presented at time of registration. City employees are expected to secure such exemption for official travel.

7.4 Exceptions and Other Expenses Allowed

1. *Lodging* – If one would like to take advantage of arriving the weekend before or staying the weekend after a conference this will be allowed. However, the City will not pay for that additional time spent for **any expenses**.
2. *Fees for Special Events* – Fees for sponsored special events directly related to the conference or meeting such as a facility tour or optional seminar, are reimbursable provided that such events are approved and pre-registered before the start of the event.
3. *Telecommunications Cost* – Local phone calls, fax charges, broadband access charges, and long-distance calls for City business will be reimbursed provided that employees provide a statement outlining the date, time, location, and purpose for such communications.

7.5 Unallowable Expenses

The following is a list of unallowable expenses included for purpose of illustration:

1. Travel Insurance
2. Laundry, cleaning, pressing of clothes

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3. Personal telephone calls
4. Personal grooming (haircut, sauna baths, etc.)
5. Taxicab or limousine expenses or rented automobiles when private automobile is available or when free shuttle buses are available in connection with the conference.
6. Expenses for events for personal enjoyment or entertainment such as golf fees, theater, sporting events, etc., even if associated with the conference or meeting.
7. Movies (in or out of hotel room)
8. Alcohol of any kind, even if associated with a meal.
9. Meals for spouse or family member (s).

7.6 Applicability

These are guidelines to be followed for all City employees/officials for travel purposes. Any exceptions to these rules must be pre-approved by the City Administrator.

8.0 Promotions, Lateral Job Changes and Demotions

Jobs shall be posted internally for police, public works, and administration, allowing current employees five (5) days to submit their name for promotions or lateral transfers (changing to another job in the same pay class).

Promotions are those job changes that result in advancement to higher positions with greater responsibility. Salary increases are subject to approval by the department head, in accordance with approved budget limits.

Lateral job moves or changes to positions with the same level of pay. An employee taking a lateral transfer, whether by the employee's request or the manager's requirement, will retain the same amount of accrued leave and seniority. If the employee's current salary is in the approved salary range, they will not receive any reduction in pay as a result of a lateral move.

Demotions require an employee to change to a lower paid position with a lower level of job responsibility. The demotion may be the result of a disciplinary action, a job reclassification, or unsatisfactory work performance.

The City of Pevely reserves the right to make decisions regarding job changes at its discretion.

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Leave Time

10.0 Work Leave Time

Leave time refers to normal working hours not worked by employees. It may be paid time or unpaid. Regular full-time City employees are eligible for paid holidays, vacations, and sick leave, as well as some other types of leave time required by circumstances. Holidays are those designated days that the City of Pevely offices are closed to business.

The employees' supervisor or manager must approve all leave time. Supervisors and managers keep copies of leave slips for time requested. Leave time is entered on each employee's time sheet for that period.

Unauthorized absence time is time away from work not authorized by the appropriate manager. Employees will not be paid for this type of absence; unauthorized absences may result in disciplinary action.

10.1 Paid Time Off

At no time shall an employee use paid time off using multiple compensatory units (e.g. vacation time + sick time, or holiday + compensatory time) to earn more than eight hours in a day, nor shall an employee be allowed to earn overtime while using vacation or compensatory time **except** under emergency situations.

10.1.1 Holidays (Section 117.110 (c) of the Pevely Municipal Code)

The City of Pevely pays twelve (12) holidays each year.

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

All holidays on a Saturday shall be celebrated on the preceding Friday and all holidays on a Sunday shall be celebrated on the following Monday.

Employees who are scheduled to work on any of the aforementioned holidays shall be paid their rate of pay plus eight (8) hours holiday pay. Employees must work their regular shift the day before and the day after said holiday, or have a vacation leave or compensatory day of leave scheduled to be entitled to said additional pay.

Police employees scheduled or because of emergency service to the City are required to work the P.M. shift on New Year's Eve or the P.M. shift on Christmas Eve shall be paid eight (8) hours holiday pay.

10.1.2 Vacation Leave

Vacation time shall be credited for each employee at the beginning of each calendar year as follows:

- One (1) complete year of service – one (1) week
- Two (2) years of service to and including four (4) completed years of service – two (2) weeks
- Five (5) years of service to and including fourteen (14) completed years of service – three (3) weeks
- Fifteen (15) years of service to and including nineteen (19) completed years of service – four (4) weeks
- Twenty (20) years of service and over – five (5) weeks

New employees starting after the beginning of a calendar year shall have the vacation time prorated according to the month employment commenced. Vacation time shall not be accumulated and must be taken before the end of the calendar year next following the year for which it was earned. Vacation time earned and not used by December thirty-first (31st) shall be carried forward to the proceeding calendar year only with the approval of the Board of Aldermen by resolution. Vacation time of one (1) week or more must be scheduled two (2) weeks in advance, except in emergency situations, and must be approved by the department head. Emergency vacation can be taken with approval of the department head. Upon termination of employment accumulated vacation shall be prorated and paid.

10.1.3 Sick Leave (Section 117.110 (D) of the Pevely Municipal Code)

Sick leave is considered a privilege to be used only in case of need. It shall be used for illness, off the job injury, disability, quarantine due to a contagious disease, or illness in the immediate family requiring the employee to remain at home.

To be eligible for sick leave privileges, the full-time employee must have six (6) months service with the City. All regular full-time employees of the City shall be granted twelve (12) days per year starting January first (1) of each year.

10.1.3.1 Notification

To receive compensation while absent on sick leave, the full-time employee shall notify the City one (1) hour before the time he/she is expected to report for work. Sick leave with pay shall be granted unless notification has been untimely made.

10.1.3.2 Physician's Certification

When absence is for three (3) days or more, the full-time employee shall be required to file a physician's certification if deemed necessary by the City Administrator. Physician's certification may be required for absence of any duration.

A full-time employee terminating from City services shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment. Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of a full-time employee.

Abuse of the sick leave privilege can result in dismissal.

A request for sick leave must be requested immediately and must be approved by the department supervisor and the City Administrator.



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10.1.4 Emergency or Bereavement Leave

In the case of death of an immediate family member, an employee is eligible for up to three (3) days of leave with pay. For purposes of this type of leave, immediate family consist of the employee's spouse, children, parents, mother-in-law or father-in-law, sister or brother, sister-in-law or brother-in-law, grandparents, grandchildren, stepmother or stepfather, stepchild, foster child and spouse's grandparents. In the case of death of an extended family member, an employee is eligible for up to one (1) day of leave with pay. For purposes of this type of leave, extended family consist of the employee's aunts and uncles. The employee shall notify the City of the purpose of said absence, the first (1st) requested day of such absence, a day which the employee would have worked, but for the death. When requested, the employee must furnish satisfactory proof of the death to the City.

In the event of multiple deaths of any immediate relative listed above, an employee shall be allowed five (5) days off without loss of pay.

10.2 Unpaid Time Off

10.2.1 Military Leave, Voting and Jury Duty

Full-time regular employees will be granted unpaid leave to participate in ordered and authorized field training under the National Defense Act, up to two weeks in a calendar year.

A reasonable amount of time will be given employees to vote in public elections. Permission from the immediate supervisor should be requested before using time to vote.

Employees are also eligible for leave with pay, subject to certain restrictions, if called for jury duty or to serve as a witness in court proceedings.

10.2.2 Family and Medical Leave Act (FMLA)

In accordance with federal law, the City of Pevely will grant twelve (12) weeks of unpaid leave of absence for employees (1) to care for a family member with a serious health condition, (2) because a serious health condition of an employee makes the employee unable to perform the function of his or her job, or (3) in conjunction with the birth, adoption, or foster placement of a child. This leave will be granted to any employee who has been employed by the City of Pevely at least twelve (12) months and has worked 1,250 hours within those twelve (12) months.

The employee must give advance notice of thirty (30) days for foreseeable events like planned medical treatment. For medical emergencies, the employee must give notice as promptly as possible.

Parenting leave begins at the time requested, but no later than six weeks after the birth or adoption, or when the child leaves the hospital, whichever is later.

Upon request for medical leave, the City of Pevely will require certification of the condition from an appropriate health care provider. Depending upon the need which is certified, leave may be taken intermittently or on a reduced leave schedule.

Employees on FMLA leave may be required to take accrued vacation or sick leave concurrently.

10.3 Sick Leave Bank

Section 1. There is hereby created for all full-time employees of the City of Pevely, Missouri a "Sick Leave Bank" in accordance with the provisions of this Ordinance:

1. The City of Pevely hereby establishes for full time employees a voluntary Sick Leave Bank. The voluntary sick leave bank provides a possible source of paid sick leave to any eligible employee

who has sustained a serious illness or injury and who has used all his/her accrued personal sick leave and still needs to cover an additional period when he/she is unable to work. The sick leave bank is not intended to cover any other types of absences for which an employee has insufficient leave.

2. Contributions to Sick Leave Bank.

- a. Any employee who is eligible for sick leave may choose to donate a portion of his/her accrued sick leave hours to the sick leave bank. Full time employees must maintain a minimum balance of ninety-six (96) hours in his/her sick leave account at the time of donation.
- b. A full-time employee may donate any number of hours of sick leave to the bank in any calendar year, so long as their minimum number is maintained.
- c. Donations to the sick leave bank may occur annually on January first (1st) or at any time during each calendar year. Each employee who donates to the sick leave bank shall sign a donor permission form stating the number of hours to be transferred from his/her personal accrued sick leave to the sick leave bank.
- d. Employees who have earned a maximum of three (3) months or seven hundred twenty (720) hours of sick leave can no longer accumulate more hours, therefore they may contribute all twelve (12) days earned for the year.

3. Sick Leave Bank Benefits

- a. An employee shall have worked full time for the City of Pevely for at least one (1) year without breaks in service unless waived by the Sick Leave Bank Administrative Committee for good cause;
- b. Employee shall be eligible for sick leave;
- c. Employee shall have exhausted his/her personal accrued sick leave before he/she is eligible for sick leave bank benefits.
- d. Employee shall have a serious illness or injury that prevents release to return to work for at least three (3) weeks unless waived by the Sick Leave Bank Administrative Committee for a good cause;
- e. Request for sick leave bank benefits shall be accompanied by a letter from an attending health care provider, stating that the employee is not able to perform his/her normal duties, estimating the duration of the employee's absence and projecting when the employee may be expected to return to work.
- f. Only an employee's own illness or injury qualifies for sick leave bank benefits. Employee may not receive sick leave bank benefits for absences to care for ill or injured family members.

4. Grants of Sick Leave

- a. Provided there are hours available in the sick leave bank, the maximum amount of sick leave that a full time employee may receive from the sick leave bank during a calendar year is two hundred forty (240) hours.
- b. Grants from the sick leave bank shall be based on the employee's normal weekly work schedule, for example, an employee who normally works forty (40) hours per week would receive forty (40) hours per week of sick leave from the bank.

5. Administration

- a. The sick leave bank shall be administered by a committee consisting of the City Administrator, the Mayor, and the City Clerk/Human Resources. Records of the sick leave bank shall be maintained by the City Clerk/Human Resources.

- b. All personally identifiable information of employees who donate to the sick leave bank or who receive grants from the sick leave bank shall to the extent provided by Chapter 610.RsMO, be considered confidential personnel records.
- c. The Sick Leave Bank Administrative Committee shall present an annual statistical report at the end of each calendar year to the Mayor and Board of Aldermen and to all City employees. The report shall indicate
 - The number of hours that were donated
 - The number of hours used
 - The number of employees who donated
 - The balance of hours remaining in the bank
 - No personally identifiable information shall be included in this annual report

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Employee Personnel Records

11.0 Personnel Files

In each employee's files, records regarding position, pay and other employee status actions will be retained. Other items that may be contained in the files are written notes of explanation, grievances filed, employee forms for taxes and retirement application. The file may also contain disciplinary actions, awards received, training records and performance reviews. Access to the file is by appointment with the City Clerk/Human Resources Manager and may be viewed by the Mayor and Board of Aldermen at their request. If the employee prefers, personal information such as phone and address can be omitted from the file. Employee medical records will be kept in a separate, confidential file in Human Resources.

11.1 Leave Records

Records of leave accrual and leave taken are kept with payroll information in employee records. These records are updated with payroll information. Changes in leave requested or taken can be corrected on the time sheet or by notice to the Human Resources or Payroll Department.

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Employee Discipline

12.0 At-Will Employment

Since employees of the City of Pevely are employed “at will,” dismissal can take place at any time for any reason, with or without notice. Discipline or dismissal may result from such policy violations as insubordination, dangerous behavior or horseplay, felony or misdemeanor conviction, neglect of duty, drug or alcohol use, theft or unauthorized use of the City of Pevely resources, falsification of documents, incompetence, or other actions that violate policies or disrupt the workplace.



Discipline is determined by supervisors and managers and may include a progressive discipline process. The progressive discipline process includes steps such as a verbal warning, written reprimand, and suspension from duty, demotion, final warning, and separation by involuntary dismissal.

In the event of dismissal, the employee will be provided with such notice and rights to be heard as are required by law.

12.1 Dispute Resolution/Grievances (Section 117.130 of the Pevely Municipal Code)

The City of Pevely wishes to prevent circumstances that lead to grievances. When a dispute occurs, it is to be resolved promptly. Employee will not face adverse consequences for filing a grievance. Grievances may be filed alleging unfair treatment, discrimination, improper application of regulations and benefits of employment, and for improper working conditions.

- Any unresolved grievance that an employee has with another employee will be placed in writing to his/her supervisor.
- Any unresolved grievances that an employee has with his/her supervisor will be placed in writing to the City Administrator.
- Any unresolved grievances that an employee has placed with his/her supervisor or City Administrator must be placed in writing and turned into the City Clerk. He/she will then make copies and distributes them to the Mayor and every member of the Board of Aldermen for review.

12.2 Separation from Employment

Separation usually results from resignation, retirement, layoff, termination or death. If the reason is resignation, an employee is requested to give notice in writing at least two weeks before the last day of work. For separation due to retirement, more notice is requested. Layoff may occur if a position is eliminated or when there is a lack of funding or work. Termination can occur for any reason; however, the City of Pevely intends to work with employees, where possible, to avoid involuntary separation.

Payment for the employee separated because of resignation, retirement, layoff or death will be made on the next scheduled payday. In the event of involuntary separation, payment will be made on the day of termination. The final check will include vacation and compensatory leave time, as appropriate.

12.3 Insurance Continuation after Separation

The Consolidated Omnibus Reconciliation Act (COBRA) of 1985 permits employees leaving their employer to have the option of continuing some of their benefits (health insurance and dental insurance) at their own expense. A person employed by the City of Pevely, enrolled in the employee health plan, can choose to continue the insurance coverage if his/her position is lost due to reduction in hours or termination of employment. The spouse of an employee can choose to continue the coverage at his/her

expense in the case of the death of the employee, termination of the employee, divorce or legal separation from spouse, or if the spouse qualifies for coverage by Medicare. Similar circumstances would permit the child of a separated employee to continue the coverage. Coverage may be continued for eighteen (18) months, and in some circumstances, up to three years. The Human Resources Department will be able to provide more information on the COBRA options for affected employees and dependents.

Appendix A

Article III. Substance Abuse Policy

Section 117.150: Statement of Purpose

- A. The purpose of this policy is to set consistent and clear-cut guidelines for the handling of substance abuse cases involving City employees. Through implementation of this policy, the City intends to provide a drug and alcohol-free working environment for its employees, and thereby enhance the ability of the City employees to deliver safe and efficient service to the community. It is the intent of this policy to approach substance abuse from the point of view that drug and alcohol dependencies are medical and behavioral problems which can and must be tested. In appropriate cases, disciplinary action will be taken in accordance with the provisions of this policy and the Statutes of the State of Missouri. Nothing in this policy is intended nor shall be construed as a limitation on the power and authority of the City of Pevely, Missouri to take disciplinary action or to terminate any employee pursuant of the Statutes of the State of Missouri.

B. Responsibility of the Employee

It is the individual responsibility of each employee and applicant for employment to read, understand, and abide by the provisions of this policy. Any questions you have about the application of this policy may be directed to supervisory personnel within your own department, or to the Board of Aldermen of the City of Pevely, Missouri.

Employees with substance abuse problems must understand that they are personally responsible for seeking evaluation and undertaking rehabilitation. The City of Pevely encourages such employees to seek help or treatment voluntarily. Any employee who is aware that he is dependent upon alcohol or drugs or who either voluntarily admits his dependency to his departmental supervisor or voluntarily seeks treatment for his problem shall not be subject to discipline for having admitted that he has such a problem, nor for seeking treatment for such a problem.

Those employees who conceal substance abuse problems from supervisors and do not voluntarily seek help place their employment with the City in jeopardy. In the event a concealed substance abuse problem adversely affects job performance, cause for contributes to misconduct either on or off duty, or cause the employee to become involved in criminal activity or proceedings, the employee will be subject to formal discipline as prescribed in the policy and in accordance with the Statutes of the State of Missouri.

Employees who are ordered by supervisory personnel to seek treatment for substance abuse problems may also be subject to formal discipline for actions which are in violation of this policy.

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C. Responsibility of the City of Pevely

The Board of Aldermen of the City of Pevely recognizes that cooperation between employees and management is essential in dealing with the problems caused by substance abuse. The official policy of the City of Pevely, Missouri shall be to encourage and assist City employees in voluntarily seeking treatment for substance abuse problems. In appropriate cases, as an alternative to or in conjunction with formal disciplinary proceedings, an employee may be ordered to seek assistance for substance abuse problems.

Section 117.160: Application of this Policy – Definitions

- A. The provisions of the policy shall apply to all employees of the City of Pevely, Missouri and to all applicants for positions with the City. The City shall apply this policy in a manner which is consistent with its obligations under state and federal law.
- B. Definitions. For the purpose of this article the following terms shall be deemed to have the meaning indicated below:

Alcohol Test: Shall refer to testing of a sample of breath or blood to determine the percentage by weight of alcohol in the blood of the tested subject.

City: The City of Pevely, Missouri

Controlled Substance, Deliver, Drug, Drug Paraphernalia, and Manufacture: As used herein, shall have the same meanings as set out in Chapter 195, RSMo. The terms “*controlled substance*” and “*drug*” as used herein, shall in all instances include prescription drugs, unless specifically excluded.

Drug Test: Shall refer to a urinalysis test, consisting of an initial screening test followed by a confirmatory test in the event the results of an initial screening test are positive, and also includes hair sample test, if required by the City.

Employee: A person appointed to a position in the City of Pevely, Missouri for which he is compensated on a full-time or part-time basis. The term “*employee*” refers to both male and female employees, and the use of the pronouns “*he*” and “*she*” in this policy shall in all instances be read to refer to both male and female employees.

Intoxicants: Shall include any beverage or substance containing alcohol for human consumption.

Public Safety Position: Shall include all positions falling within the following categories:

- 1. Police personnel, including dispatchers, commissioned or civilian;
- 2. Water and Sewer personnel.

Reasonable Suspicion: Shall refer to a suspicion based upon objective facts and circumstances from which an ordinarily careful and prudent supervisor could conclude that an individual is in possession of or under the influence of drugs or alcohol while on duty for the City of Pevely, Missouri. Circumstances which constitute a basis for determining reasonable suspicion include, but are not limited to:

- 1. A pattern of abnormal or erratic behavior while on duty;
- 2. Information provided by a reliable and credible source;
- 3. Direct observation of drug or alcohol possession or use;
- 4. Presence of the physical symptoms of drug or alcohol use, such as glassy or bloodshot eyes, odor of intoxicants on breath, slurred speech, poor balance, poor coordination, or impaired reflexes;

5. An admission of possession of use of drugs or alcohol by the employee.

Section 117.170: Prohibited Acts and Disciplinary Actions

A. Grounds for Disciplinary Action or Denial of Employment

Applicants for employment may be denied employment, and employees may be subject to disciplinary action up to and including dismissal from employment, for commission of any of the following acts:

1. Reporting for work, performing work, or applying for work while under the influence of illegal drugs, or intoxicants, and causing, or creating an unreasonable risk of damage to property or injury to any person. It is specifically recognized that employees reporting for work who are required to take prescription medicine by a physician while taking such medicine are not committing a prohibited act. Whenever possible the employee shall obtain a statement from the physician indicating that the prescription medicine will not affect their work performance. Employees who are counseled to refrain from work by a physician shall obtain a statement from the physicians so indicating;
2. Using, selling, possessing, manufacturing, or delivering controlled substance or drug paraphernalia at any time or place except as authorized by law, whether on or off duty;
3. Consuming intoxicants while on duty, or possessing intoxicants within the City of Pevely or on City property with the intent to consume them while on duty, except in cases where such consumption is permitted or required in the line of duty;
4. Providing or selling intoxicants to any other person while on duty, except in cases where such activity is permitted or required in the line of duty;
5. Testing positive for the presence of drugs or alcohol following completion of testing procedures authorized by Section 120.350 of this policy.
6. Failing or refusing to submit a test sample within two (2) hours after the time a request for a test sample was made, causing or attempting to cause the adulteration of a test sample, submitting or attempting to submit a false test sample, or otherwise obstructing the process of testing for the presence of drugs or alcohol.

B. Termination Specifically Authorized - When

Termination of an employee shall be specifically authorized when:

1. The employee has sold or attempted to sell controlled substance, whether on or off duty;
2. The employee possessed or has manufactured a controlled substance under circumstances that create a reasonable inference that the employee intended to sell the controlled substance, whether on or off duty;
3. The employee has used, or has been found to be on duty while under the influence on illegal drugs, or intoxicants, or created an unreasonable risk of damage to property or injury to any person;
4. The employee has failed or refused to submit a test sample within two (2) hours after the time a request for a test sample was made, has caused or attempted to cause the adulteration of a test sample, or has submitted or attempted to submit a false test sample following a request for submission of a test sample.
5. The employee has previously been ordered by the appointing authority to seek treatment for a substance abuse problem, and has subsequently committed an offense involving substance abuse which would constitute grounds for discipline under the provisions of this policy.

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C. Disciplinary Action Shall be Dependent of all Other Proceedings

Disciplinary action which may be undertaken pursuant to this policy shall constitute an independent administrative action against the employee involved, and shall not be dependent upon or controlled in any manner by any other civil, administrative, or criminal proceedings, which are or may be instituted against the employee.

Section 117.180: Testing for the Presence of Alcohol and Drugs – When Authorized – What Substances will be tested for

A. Pre-Employment Testing

1. A copy of this policy shall be provided to each applicant for employment, who shall sign and date the attached "*Receipt of Substance Abuse Policy and Consent to Drug and Alcohol Testing*" form, which shall then be made a permanent part of the applicant's file. This form shall be competent evidence in any subsequent proceedings that the applicant has received notice of the provisions of this policy and has consented to testing under the provisions stated herein. A refusal by any applicant to execute this form shall constitute grounds for denial of employment.
2. All applicants for public safety positions shall be subject to mandatory testing for the presence of drugs and alcohol in accordance with the testing procedures herein set out, except that City employees who apply for such positions and who have successfully completed testing as a condition of employment with the City shall not be subject to retesting under this subsection. Those applicants subject to mandatory testing who are conditionally appointed to a public safety position with the City shall be required to undergo drug testing within the fourteen (14) days following their conditional appointment to a position. The mandatory testing provisions of this subsection shall not apply to the promotion or transfer of a public safety employee within the department.
3. Applicants for all employment positions for the City of Pevely, Missouri shall be subject to testing for the presence of drugs or alcohol if a reasonable suspicion exists that the applicant is or has been under the influence of drugs or intoxicants during the pre-employment process, or if a reasonable suspicion exists that the applicant has used a controlled substance at any time prior to the filling of his application for employment with the City.
4. Applicants who test positive for the presence of drugs or alcohol may be denied employment pursuant to the provisions of Section 120.340(a) of this policy.

B. Testing of Current Employees

1. A copy of this policy shall be provided to every City employee, and each employee shall be required to sign and date the attached receipt form, which shall then be made a permanent part of the employee's personnel file. This form shall be competent evidence in any subsequent proceeding that the employee has received notice of the provisions of this policy.
2. All City employees shall be subject to testing for the presence of drugs, including prescription drugs, and alcohol upon reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. A request for the testing of an employee may be initiated by any supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. Testing shall be authorized if the request is approved by the highest ranking departmental supervisor available to review the request for testing. Those supervisors with authority to approve a request for testing include: The Chief of Police of the City, the Assistant Chief, Captains, Lieutenants, and Sergeants, Department Heads, and the Board of Aldermen in closed session.

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3. An employee who has been ordered to seek treatment for a substance abuse problem shall be subject to random testing for the presence of drugs or alcohol during the twelve (12) months period following the date of the order.

C. Substances to be Tested for

Testing may be administered to detect the presence and concentration of any substance which acts on the central nervous system as a stimulant, a depressant, or has a disassociate effect. The substances and concentration levels tested for will include, but are not limited to:

Substance	Concentration
Alcohol	.05% by weight of alcohol in the blood
Amphetamines/Methamphetamines (Speed)	300 ng/ml
Barbiturates (Downers)	300 ng/ml
Benzodiazepines (Tranquilizers, such as Valium or Librium)	300 ng/ml
Cannabinoids (Marijuana, Hashish)	50 ng/ml
Cocaine	300 ng/ml
Methadone	500 ng/ml
Methaqualone (Quaaludes)	1 ul/ml
Opiates (Codeine, Heroin, Morphine)	300 ng/ml
Phencyclidine (PCP, Angel Dust)	75 ng/ml
Propoxyphene (Darvon)	300 ng/ml

Drugs not otherwise included in the preceding categories will be tested in the concentration levels for which testing is customarily accurate, as stated in the manufacture's specification for the particular test kit or method to be used.

Section 117.190: Testing Procedures – Discipline which may be imposed for Confirmed Positive Test Results – Mandatory and Voluntary Referral

B. The Testing Agency

Drug and alcohol testing shall be performed by and independent certified laboratory, or through the use of the City's certified breathalyzer equipment operated by a certified operator, at the City's choice. All testing shall be performed in accordance with accepted scientific standards. Due cause shall be taken by the testing agency to respect the dignity and privacy of individuals required to give test samples. The testing agency shall be responsible for maintaining appropriate chain of custody procedures for all test samples. The testing agency shall be required to retain

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unused portions of each test sample that has initially shown a positive result for the presence of drugs or alcohol in order that additional testing may be performed on the sample on behalf of the tested employee.

C. Confidentiality of Testing Information

All information regarding the testing of applicants and employees shall be confidential. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that will be securely kept under the control of the Chief of Police, or in his absence, the Assistant Chief of Police. The Chief of Police or the Assistant Chief of Police in his absence, is authorized to release the medical folder only to the members of the Board of Aldermen of the City, the attorney for the City, and to the tested employee upon request. Disclosure without employee consent is also authorized if:

1. Production of the information is compelled by law, or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the City and the employee;
3. The information is to be used in administering an employee benefit plan;
4. The information is needed by medical personnel for the diagnosis or treatment of an employee, and he is unable to authorize disclosure.

Any employee, at his own cost and upon his own request, shall be permitted to obtain a second substance abuse test through a certified laboratory of his own choice.

D. Consequences of a Confirmed Positive Test Result

2. **Job Applicants** – Job applicants will be denied employment with the City if an initial positive test has been confirmed by the substance abuse test.
3. **Current Employees** – An employee whose initial positive test result has been confirmed by the substance abuse test is subject to disciplinary action up to and including termination in accordance with the provisions of Section 120.340 of this policy. Factors to be considered in determining the appropriate disciplinary response shall include, but are not limited to:
 - a. The employee's work history, including length of employment, current level of job performance, past disciplinary actions imposed, including a consideration of whether the employee has been previously disciplined or referred to treatment for substance abuse problems;
 - b. The job classification of the employee;
 - c. The specific circumstances which caused the testing to be required, including a consideration of whether the employee's actions caused injury, property damage, or death to any person;
 - d. Previous efforts on the part of the employee to deal with his/her substance abuse problem; and
 - e. The degree to which continued employment of the individual would either enhance or impair the ability of the City to deliver safe and efficient service to the community, including a consideration of whether public trust and confidence in the City would be adversely affected.



Here to help

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E. Mandatory Referral to an Assistance Program

1. As an alternative to or in conjunction with formal disciplinary proceedings which may be instituted against an employee for a violation of the provisions of this policy. The Board of Aldermen may, in appropriate cases, suspend the imposition of formal discipline (dismissal, demotion, reduction in compensation, suspension without pay) for a period not to exceed one (1) year, pending the successful completion of assessment, counseling, and rehabilitation by the employee. Written notice of mandatory referral to a substance abuse program shall be given to the employee.
2. In the event the employee does not complete assessment, counseling, or rehabilitation, the appointing authority may, within the one (1) year period following the date of written notice of mandatory referral to a substance abuse program, impose such formal discipline as is authorized under this policy. No formal discipline may be imposed for the underlying offence more than one (1) year after notice of mandatory referral.

F. Expungement of Drug and Alcohol Testing Records

Upon written request by the tested employee, all records relating to a request for and the results of drug or alcohol testing may be expunged from an employee's file and destroyed if the results of the testing do not show a substance concentration level at or above the levels set out in Section 120.350 (c) of this policy; provided, that the records shall be preserved until the conclusion of all proceedings arising out of any appeal. This subsection shall not apply to pre-employment testing authorized under Section 120.350 (a) of this policy; and the results of pre-testing shall remain a permanent part of an employee's file in accordance with the provisions of that section.

G. Employee Use of Leave Time While Seeking and Receiving Treatment

Employees who are receiving treatment for substance abuse problems are entitled to use all forms of accumulated leave time available to them, including sick leave, vacation time, and compensatory time. Should an employee who is receiving treatment prefer to take a leave of absence without pay rather than utilize accumulated leave time; or should an employee exhaust all available leave time prior to receiving medical clearance to return to his work duties, the employee may request a leave of absence without pay. Such a request will be considered in light of all the circumstances of the case, including but not limited to the manpower needs of the City, the medical needs of the employee, and the degree of good faith effort displayed by the employee in dealing with his substance abuse problem. Nothing herein shall be construed to require that a leave of absence without pay must be granted in such cases. The granting or permitting of such leave shall be at the discretion of the Board of Aldermen.

H. Records to be Held in Confidence

All information regarding voluntary and mandatory referrals to a substance abuse program shall be confidential. Records of the program shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential folder that will be securely kept by the Chief of Police. The Police Department is authorized to release the contents of the confidential folder to the members of the Board of Aldermen, the Attorney for the City, and to the employee upon request. Disclosure without employee consent is also authorized if:

1. Production of the information is completed by law, or by judicial or administrative process;
2. The information is to be used in administering an employee benefit plan;
3. The information is needed by medical personnel for the diagnosis or treatment of the employee, and he/she is unable to authorize disclosure.

Section 117.200: Appeal Rights

An employee who receives formal discipline (dismissal, suspension without pay, demotion, reduction in compensation) for violation of the provisions of this policy through action of a supervisor is entitled to appeal the supervisor's decision to the Board of Aldermen of the City of Pevely, Missouri.

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Employee Acknowledgment

By signing below, I acknowledge that it is my responsibility to have read and understood the policies outlined in this employee handbook. I understand that the handbook is intended only as a general reference and not a full statement of policies and procedures or a legal contract.

I agree to keep this book in my possession during my employment and to update it whenever provided with materials to do so.

I further understand that each handbook is the property of the City of Pevely and that copying any section of the book is against regulations. I agree to return the book upon terminating my employment with the City.

I also understand the City of Pevely employment practices operate under the legal doctrine known as "employment at will." Within state and federal employment law, the City of Pevely has the right to terminate an employee at any time and for any reason, with or without notice except that the City will comply with all state and federal legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

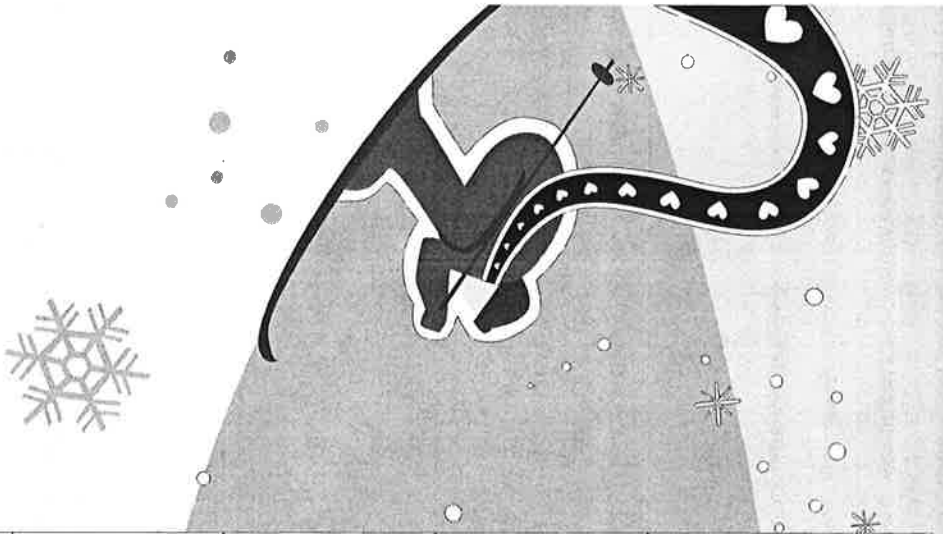
Print Name

Date

Signature of Employee

Human Resources/City Clerk

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February

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	01 Business License Due	02
03	04	05 Planning and Zoning Meeting 6:30 PM	06	07 Court 6:30 PM	08	09
10	11 BOA Meeting 7:00 PM	12 Park Board Meeting 6:30 PM	13	14	15	16
17	18 Presidents Day	19	20	21 Court 6:30 PM	22	23
24	25 BOA Meeting 7:00 PM	26	27	28	01	02
03	04	05 Planning and Zoning Meeting 6:30 PM	06	07 Court 6:30 PM	08	09