



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
MARCH 23, 2026
7:00 PM**

ZOOM MEETING INFORMATION

Members of the public may access live audio and/or video by accessing the following:

<https://us02web.zoom.us/j/85862844062>

phone: 1 312 626 6799

Webinar ID: 858 6284 4062

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC An opportunity for members of the public to address the City Council regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. - 7:00 p.m. - Work Session

7:00 p.m. - Regular Meeting of the City Council

Monday, April 13, 2026, at 7:00 p.m.: Public Hearing for the presentation of the FY2027–FY2030 Capital Improvement Program, and Applications #25-034 and #25-035 for rezoning from the “GC” General Commercial District to the Graeser Station “PMD” Planned Mixed-Use Development District.

CONSENT AGENDA

1. Approval of March 9, 2026, City Council Joint Work Session Minutes
2. Approval of March 9, 2026, Regular Meeting Minutes

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 03/05/26 - 03/17/26



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UNFINISHED BUSINESS

- 3. Bill No. 6211 — An Ordinance of the City of Creve Coeur, Missouri, authorizing the Creve Coeur Police Department to enter into an agreement with St. Louis County for participation in a Regional Crisis Intervention Team (CIT) Task Force. Final Reading and Passage.**

Summary: The Creve Coeur Police Department was approached by the St. Louis County Police Department and invited to participate in a regional CIT Task Force. This task force is a collaboration between professional mental health clinicians and police agencies in St. Louis County and St. Charles County.

NEW BUSINESS

- 4. Bill No. 6212 — An Ordinance authorizing a New Conditional Use Permit for PJP Construction at 1067 N. Warson Road within the North Warson Business Center, Zoned LI - Light Industrial District. First Reading.**

Summary: Mark Miller, of PJP Construction Group, Inc., has submitted a conditional use permit application for a 9,318 square foot space addressed as 1067 N. Warson Road within Building A of the North Warson Business Center development, zoned LI-Light Industrial zoning district, for Residential Remodelers, NAICS 236118. The request is to house PJP Construction Group, Inc.'s offices and internal storage of materials for the applicant's use. No exterior changes are proposed. The Planning and Zoning Commission recommended approval at the March 16th meeting.

- 5. Bill No. 6213 — An Ordinance amending the Personnel Policy and Procedures Manual of the City of Creve Coeur and amending related ordinance. First Reading.**

Summary: The proposed changes to the Personnel Policy and Procedures Manual would limit compensatory time to substitute for overtime pay that does not qualify for the new federal income tax deduction. Tracking two banks of compensatory time would be unwieldy, and the recommended approach will allow continued availability of the comp time benefit for maximum use.

BUSINESS FROM MAYOR AND CITY COUNCIL

- 6. *Council Liaison Reports***

BUSINESS FROM CITY ADMINISTRATOR



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ADJOURNMENT

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



**JOINT WORK SESSION MEETING
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CITY COUNCIL & FINANCE
COMMITTEE
300 NORTH NEW BALLAS RD
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CALL TO ORDER

A joint work session meeting of the City Council of the City of Creve Coeur and the Finance Committee was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, March 9, 2026, at 6:00 PM.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
Council Member, Ward 4 Scott Saunders

Finance Committee Members Present: Chair Betty Kagan, Aaron Fields, and Chris Floyd.

Staff Present: City Administrator Kris Simpson, Assistant City Administrator/Acting City Clerk Sharon Stott, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Finance Manager Tracy Brothers, Interim Director of Public Works Jim Heines, Interim Assistant Director of Public Works Dione Garson, Civil Engineer Kevin Mulligan, Director of Recreation Jason Valvero, Chief of Police Jeffrey Hartman, Public Information Officer, and Management Analyst Melissa Bradford.

DISCUSSION ITEMS

1. Approval of February 23, 2026, City Council Work Session Minutes

RESULT: APPROVED (UNANIMOUS)

MOVER: Manlin

SECONDER: Saunders

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.



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2. FY2027-FY2031 Capital Improvement Program

City Administrator Kris Simpson provided a brief overview of the City's Capital Improvement Program (CIP), describing it as the City's long-range plan for improvements to infrastructure, parks, and other community facilities. He noted that the CIP serves as a planning tool to assess the City's long-term capital needs, values, and priorities, while establishing funding for high-priority projects in a timely and cost-effective manner. Mr. Simpson also stated that the CIP is a living document that may be amended by the City Council as needed and presented the CIP development schedule.

Interim Director of Public Works Jim Heines presented the proposed CIP for Fiscal Years (FY) 2027–2031. His presentation included a summary of City funding sources, discussion of potential federal grant funding, the organization of the CIP document, and project account summaries for government facilities, parks, and streets and sidewalks (see Exhibit A).

Mr. Simpson reviewed projects related to recreational facilities, including plans to resume the design phase of the new Government Center building construction project.

Council Member Spence referenced the planned re-roofing project and asked the Council to consider the use of metal roofing on City buildings to allow for the potential installation of solar panels in the future. Mr. Heines responded that the roofs referenced had already been constructed in accordance with the recent claim settlement.

Mr. Heines also discussed proposed improvements at the recreation facility, including renovation of the concession area and golf pro shop with funding assistance from a Municipal Park Grant, as well as milling and resurfacing of the east parking lot.

Civil Engineer Kevin Mulligan reviewed street and road projects included in the CIP, highlighting the FY27 pavement maintenance project.

Finance Committee Member Aaron Fields asked whether the concrete contracts for the projects had been awarded. Mr. Mulligan stated that the concrete work is currently out for bid and that no contractor has been awarded the project at this time.

Council Member Spence asked whether staff anticipates that funding allocated for streets and sidewalks will remain consistent year to year or decrease. Mr. Heines stated that costs have continued to increase annually.



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Mr. Mulligan also provided an overview of additional street and road projects, including those funded through Surface Transportation Program (STP) and Transportation Alternatives Program (TAP) grants. Projects discussed included the New Ballas Road Improvements (Phases 3 and 4), Ladue Road Improvements, the Fernview Sidewalks Project, Ladue sidewalk projects, the Falaise Sidewalks Project, and the Ladue Road (East) Bike Lane Study.

Interim Director of Public Works Dione Garson asked whether the City Council wished to retain the Bike Lane Study in the CIP, noting the estimated cost of \$100,000 would be solely to determine the feasibility of installing a bike lane. Mayor Hoffman asked staff to provide their perspective on whether a bike lane would be feasible. Civil Engineer Kevin Mulligan explained that the roadway would need to be widened to accommodate a bike lane and that widening would be more complicated in certain areas.

Mr. Heines provided brief background on the proposed study, noting it had been included in the CIP following a suggestion from a resident for Council consideration. He added that while a bike lane may be possible, the cost would likely be extremely high. Following discussion, the consensus of the Council was to remove the Bike Lane Study from the CIP.

Mr. Heines also discussed the capital equipment fleet replacement projections, noting that the projections apply only to equipment used by the Public Works Department.

Council Member Spence asked whether staff receive training on the proper use of equipment to help extend its lifespan. Mr. Heines stated that staff are trained and noted that the City maintains an excellent maintenance program, which includes weekly safety training and safe driving instruction.

Mr. Heines then reviewed several park-related projects included in the CIP, including painting the Tappmeyer House, Millennium Park Improvements Phase 2, playground replacements at Malcolm Terrace Park and Conway Park, and Lake School Park Renovations Phases 1 and 2.

Ms. Garson noted that anticipated parks and stormwater expenditures over the next several years include two significant projects in partnership with Great Rivers Greenway (GRG). She explained that while the City will initially contribute funding toward these projects, a large portion of the costs will be reimbursed through grant funding.

Ms. Garson noted that the FY27 budget is significantly higher than some of the other



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years in the CIP because certain funds originally budgeted in FY26 were shifted to FY27. She explained that some construction funding was moved in an effort to coordinate with utility partners, including Missouri American Water and the Metropolitan St. Louis Sewer District, to explore potential cost-saving opportunities. Ms. Garson stated that the City is working to strengthen relationships and partnerships with these agencies to help reduce overall project costs.

Ms. Garson also detailed several additional stormwater projects, including the Conway Park pocket wetland and the design and construction of projects identified in the Watershed Management Plan. She explained how projects were ranked and prioritized based on benefit-cost considerations. In addition, she reviewed proposed stormwater projects and funding anticipated for FY2027 and FY2028.

Council Member Spence asked about the status of the stormwater cost-share program. Ms. Garson reported that staff received a number of applications during the third round of the program. While the total did not reach the full funding allocation available, the program has generated significant interest, particularly from several homeowners associations (HOAs). She added that more projects have been completed during this third round than in the previous two rounds.

Ms. Garson also asked whether the Council would support Public Works using \$20,000 from the Streets and Sidewalks Fund and \$20,000 from the Stormwater Fund to develop a digital, map-based asset management system. She explained that the system would allow staff to proactively track and manage infrastructure assets, schedule maintenance, monitor costs, and generate work orders. The Council expressed support regarding the proposal.

Council Member Spence asked whether parks and stormwater expenditures will be more balanced in future years. Ms. Garson responded that if the projects associated with GRG were removed from the budgeted amounts, the spending between parks and stormwater would appear more balanced. She added that staff make efforts to allocate funding as fairly as possible across project areas.

Mr. Simpson outlined the next steps in the CIP review process, noting that the plan will be reviewed by the Parks and Historic Preservation Committee, the Stormwater Committee, and the Planning and Zoning Commission. He added that a public hearing will be held prior to possible adoption by the City Council on April 13, 2026. Mr. Simpson encouraged Council members to direct any additional questions to him, and he will coordinate with staff to provide the requested information.



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Council Member Berry requested clarification on how many citizen-submitted requests will be fulfilled in the upcoming CIP. Ms. Garson explained that for stormwater concerns, each report submitted by a resident is tracked by the City and a site visit is conducted to ensure all issues are reviewed equitably. She noted that when the Watershed Management Plan is updated in the coming years, all reported stormwater concerns will be reevaluated by a third-party engineering firm to assess associated risks. This update will provide a fresh review of all potential projects, after which requests may be considered for inclusion in a future CIP.

Ms. Garson also stated that residents are informed that their concern or proposed project may not be addressed until a later year. She added that a similar evaluation process is used for street and sidewalk concerns. Residents who submitted CIP project requests have been contacted by staff to acknowledge their submissions and to provide details about the evaluation process.

ADJOURNMENT

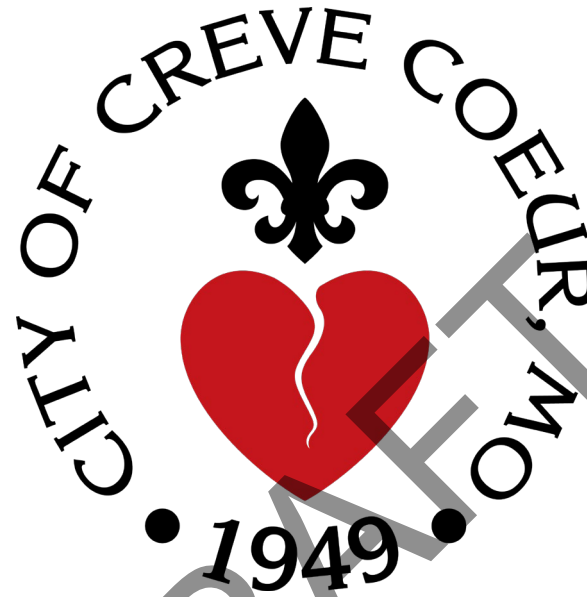
The meeting adjourned at 7:17p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

Exhibit A



FY2027 – FY2031 Capital Improvement Program

Joint City Council & Finance Committee Work Session

March 9, 2026

What is the Capital Improvement Program (CIP)?

- Long-range plan for infrastructure, parks, and other community facilities improvements
- Tool to assess the long-term capital needs, values, and desires of the City
- Living document and is subject to amendment by the City Council

What is a capital investment?

Projects or equipment with:

- Useful life of at least five years
- Minimum cost of \$20,000



Schedule

March 9 – Joint Work Session City Council & Finance Committee

March 11 – Stormwater | Parks & Historic Preservation Committees

March 23 – Possible Joint Work Session City Council & Finance Committee

April 6 – Planning and Zoning Commission

April 13 – Public Hearing & Possible Adoption



CIP Funds

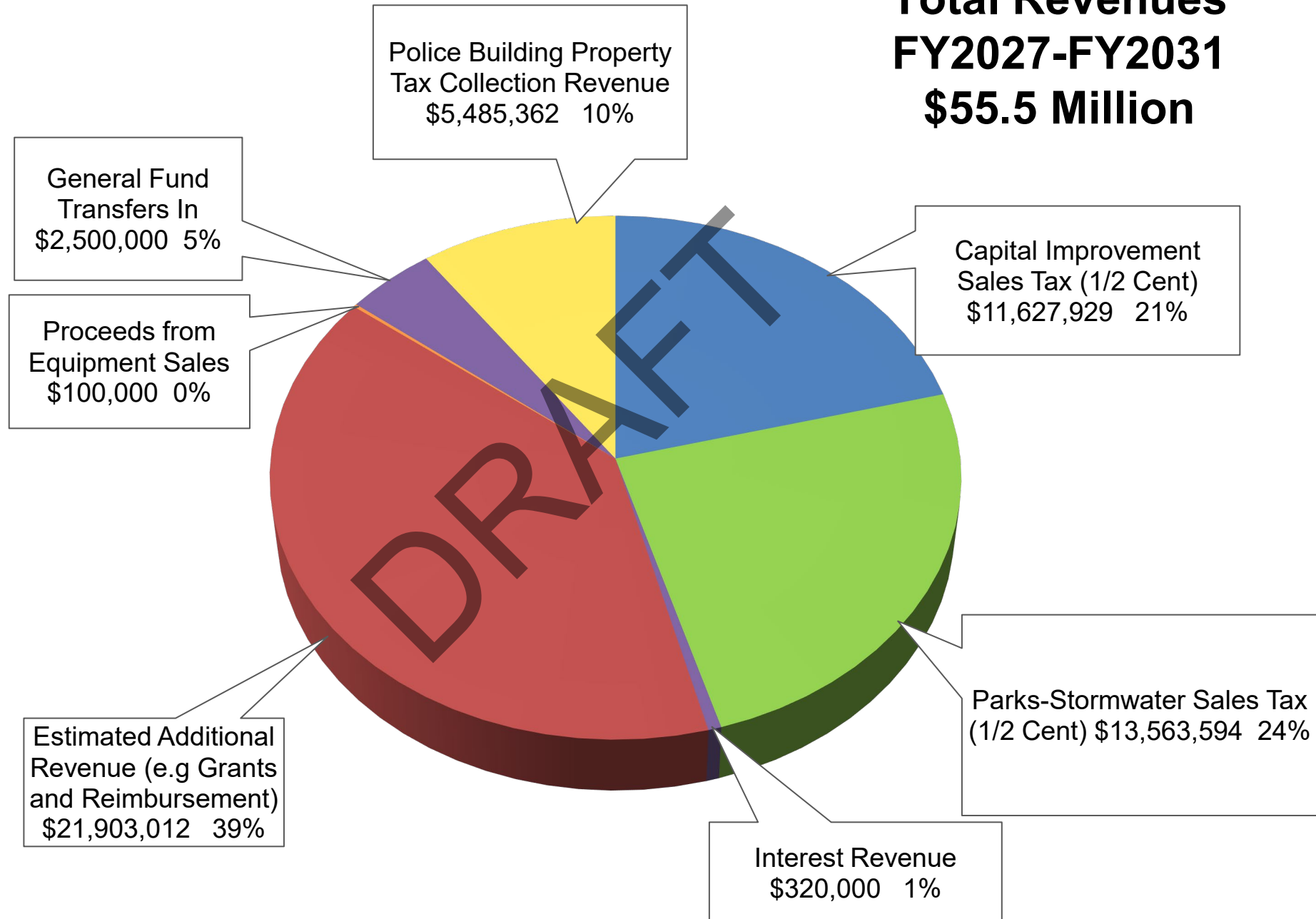
1. Capital Fund

2. Parks & Stormwater Fund

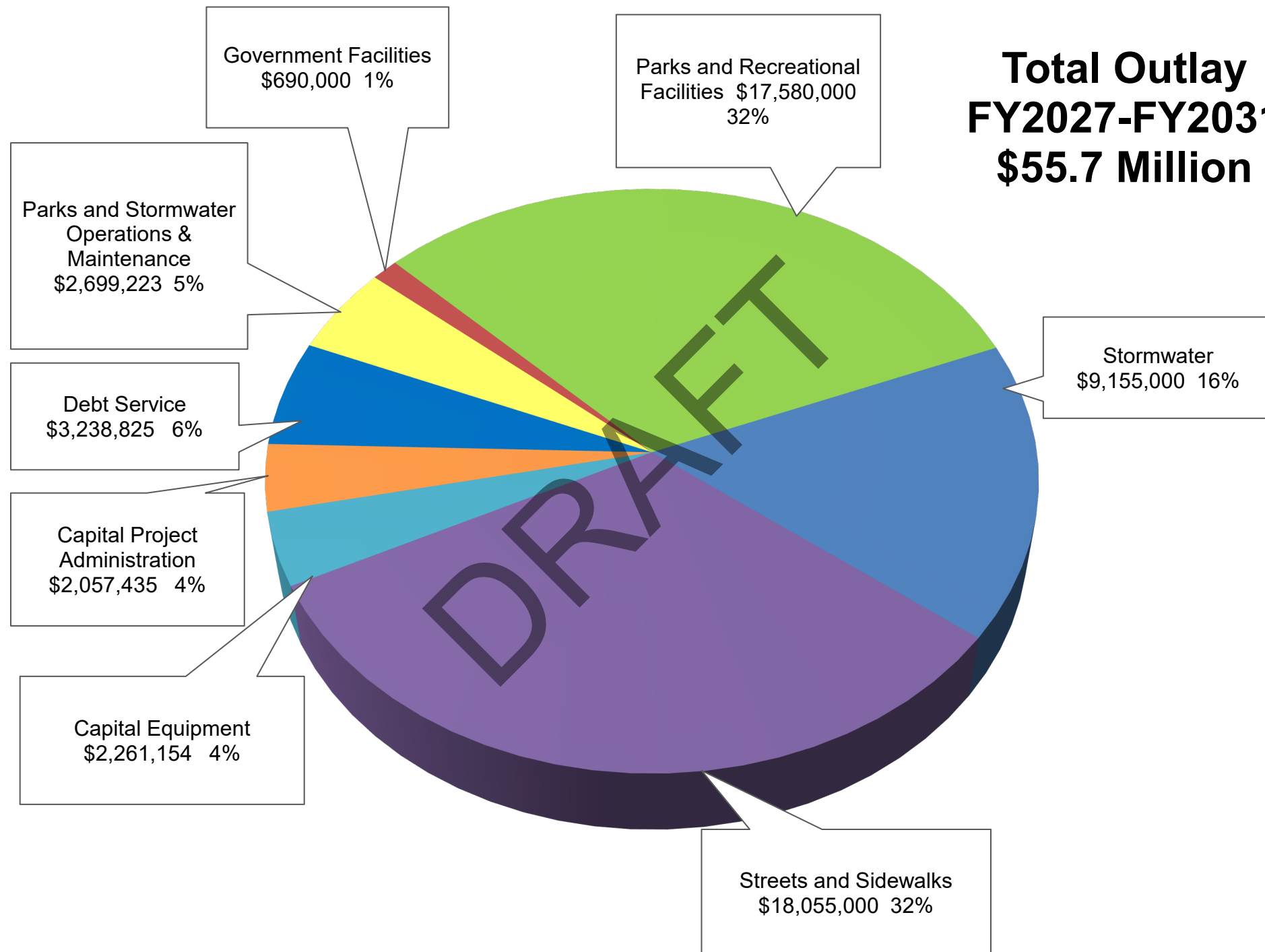
3. Building Project Bond Fund



Total Revenues FY2027-FY2031 \$55.5 Million



Total Outlay FY2027-FY2031 \$55.7 Million



Capital Fund

Funding Sources

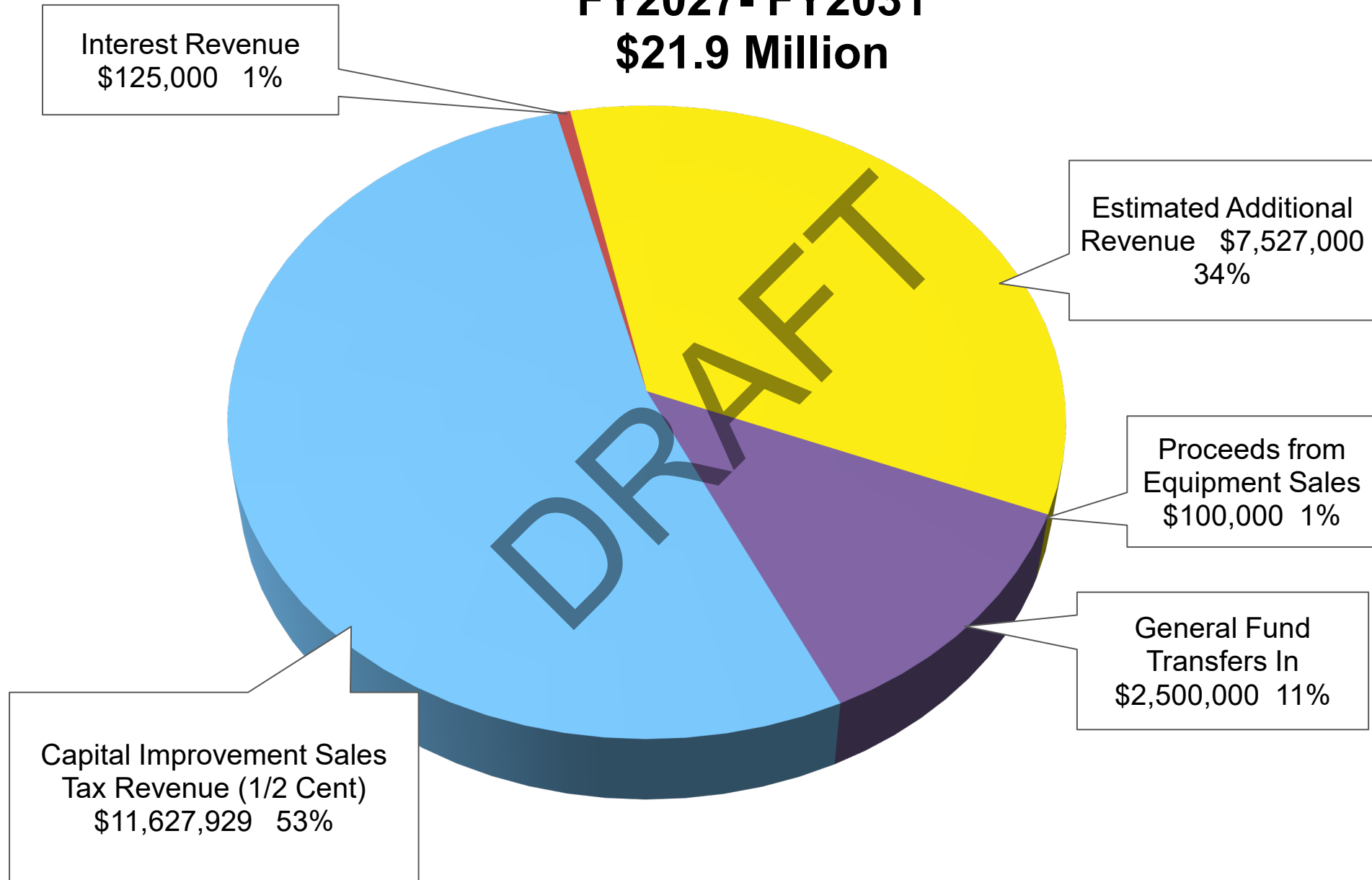
- Half-Cent Sales Tax
- Grants and Outside Funding
- Transfers from the General Fund

Categories Financed

- Government Facilities
- Dielmann Recreation Complex
- Streets & Sidewalks
- Capital Equipment
- Capital Project Administration

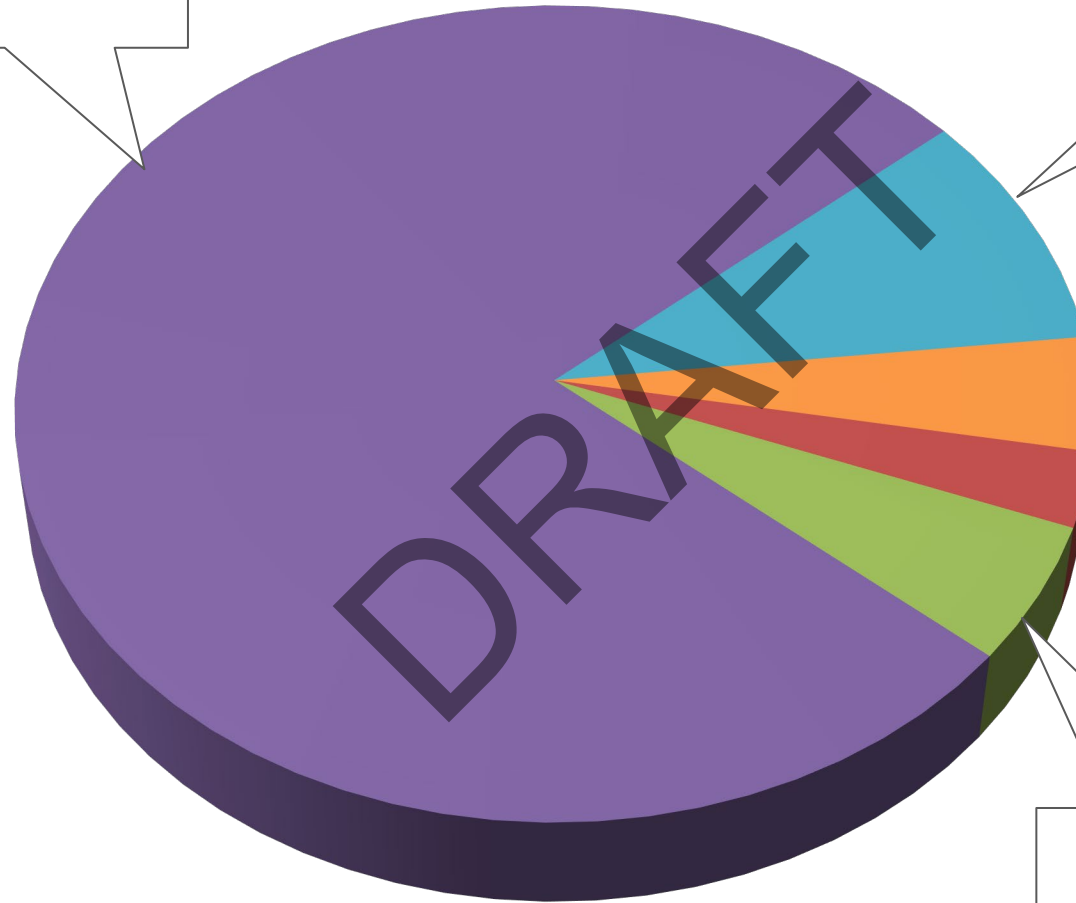


Capital Fund Revenues FY2027- FY2031 \$21.9 Million



Capital Fund Expenditures FY2027- FY2031 \$23.2 Million

Streets and Sidewalks
\$18,055,000 78%



Capital Equipment
\$2,201,154 9%

Capital Project
Administration
\$1,046,435 5%

Government
Facilities,
\$690,000 , 3%

Parks and
Recreational
Facilities \$1,250,000
5%



9501 GOVERNMENT FACILITIES	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
02 Government Center Renovations	30,000	30,000	30,000		
12 Government Center Building	600,000				
Subtotal (Government Facilities)	630,000	30,000	30,000		

9506 PARKS AND RECREATIONAL FACILITIES	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
23 Dielmann Complex Concessions & Pro Shop Renovation (Municipal Park Grant)	650,000				
26 Golf Course Maintenance Bridge			400,000		
32 Golf Course Maintenance Building Replacement				100,000	
34 DRC - East Parking Lot Mill & Resurface	100,000				
Subtotal (Parks and Recreational Facilities)	750,000		400,000	100,000	

Recreational Facilities Projects

Dielmann Complex Concessions & Pro Shop Renovations

- Municipal Parks Grant

East Parking Lot Mill & Resurface



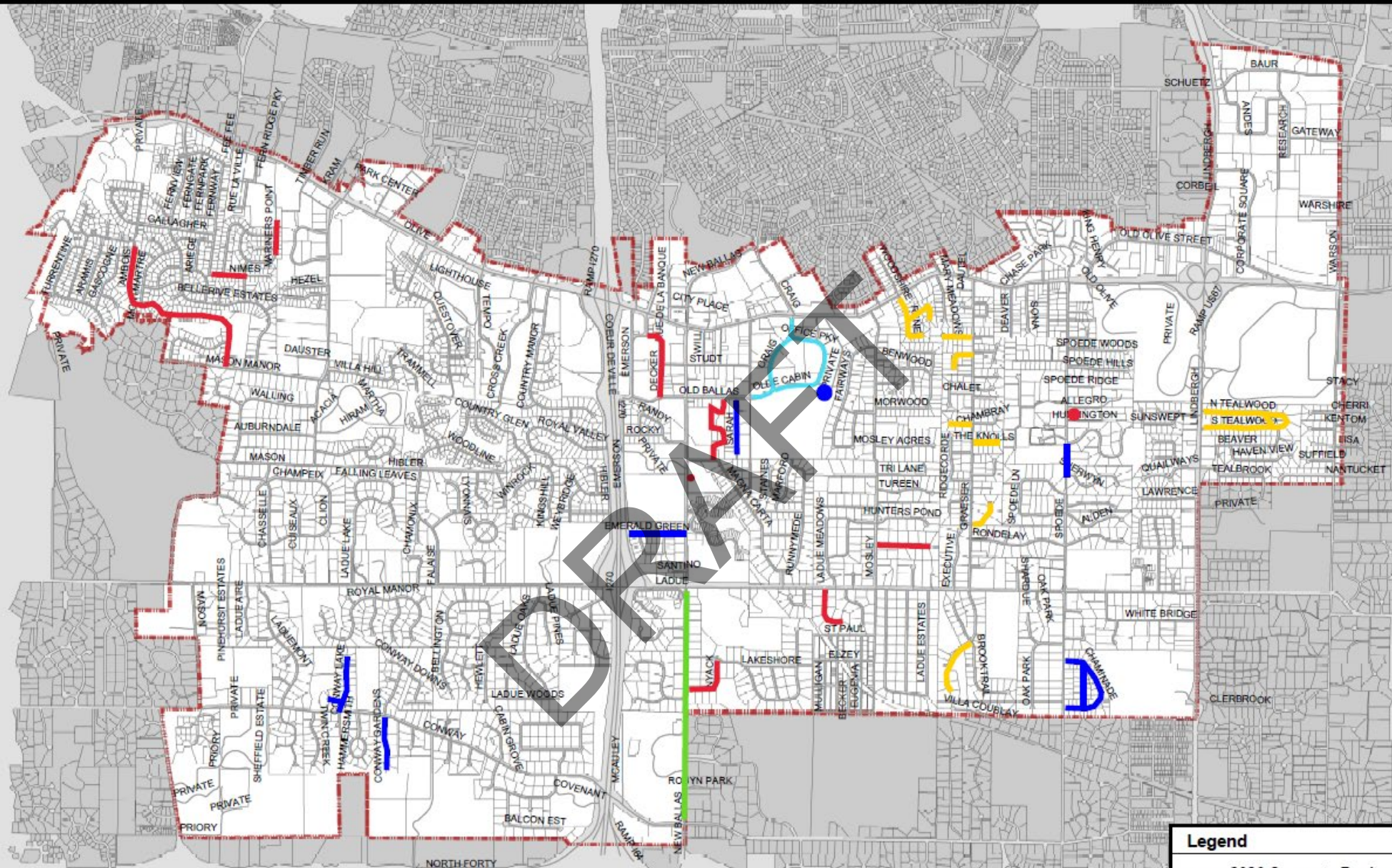
9510 STREETS AND SIDEWALKS	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
01 Street and Sidewalk Maintenance Program (600E)	1,530,000	1,560,000	1,590,000	1,620,000	1,500,000
02 Street Reconstruction/Rehabilitation (600E)		305,000	310,000	315,000	320,000
03 North New Ballas Sidewalk Phase 2A (TAP Grant)					
04 Fernview Sidewalk - Phase 1 Olive to Gallagher (TAP Grant) (19701E)	645,000				
11 425 N. New Ballas Sidewalk - (TAP Grant) (604E)	300,000				
14 Pavement Condition Ratings Update	60,000				
15 Olive Median Enhancement Stock		20,000		20,000	
18 N Ballas Road Improvements - Phase 3 - Ladue to Magna C (STP Grant) (612E)	10,000	850,000			
19 N Ballas Road Improvements - Phase 4 - Magna C to Olive (STP Grant)	150,000	25,000	750,000		
20 Ladue Road Improvements - Phase 1 (STP Grant) (609E)	1,800,000				
23 Fernview Sidewalk - Phase 2 Gallagher to LeHavre (TAP Grant eligible)	60,000		125,000	100,000	800,000
26 Old Olive Road Imp. - Phase 1 - Lindbergh to Olive (west) (STP Grant)			125,000	25,000	1,000,000
27 Olive Blvd at Olia Village - Median Irrigation and Plantings (2)	150,000				
30 Ladue Road Bike Lane Study - East of I-270 to Eastern City Limits	100,000				
32 Old Olive Road Imp. Phase 2 - Lindbergh to Olive (east) (STP Grant)				125,000	25,000
33 Sidewalk Rehabilitation Program		50,000			
34 City Place @ Olive Blvd. - Pedestrian Crossing					
35 West Ladue Sidewalk (TAP Grant)	100,000	20,000	500,000		
36 Falaise Drive Sidewalk Project	-	125,000	25,000	750,000	
37 Asset Management System	20,000				
Subtotal (Streets and Sidewalks)	5,075,000	2,955,000	3,425,000	2,955,000	3,645,000

Street & Sidewalk Projects

Yearly Street and Sidewalk Maintenance Program

- Concrete
- Asphalt
- Microsurfacing
- Pavement Striping





Legend	
—	2026 Concrete Replacement
—	FY2027 Asphalt Resurfacing
—	FY2027 Microsurfacing
—	Craig Road Project (STP Grant)
—	S. New Ballas Project (STP Grant)



Proposed FY2027 Pavement Maintenance Program

Federal Surface Transportation Program (STP) Grant Projects

New Ballas Road Improvements

- Phase One is complete (Olive Blvd to Craig Rd)
- Phase Two will be obligated in FY2026 (Ladue Rd to Conway Rd)
- Phase Three is in design (Ladue Rd to Magna Carta Dr)
- Phase Four grant application submitted (Magna Carta Dr to Olive Blvd)

Ladue Road Improvements

- Emerson Road to Lindbergh Blvd



Federal Transportation Alternative Program (TAP) Grant Projects

Fernview Sidewalks

- Phase One – Olive Blvd to Gallagher Rd – easement acquisition
- Phase Two & Three – Gallagher Rd to Mason Manor Dr – concept design phase

Ladue Sidewalks (West)

- West of I-270 and outside of MoDOT rights-of-way
- Grant application submitted in February



Federal Transportation Alternative Program (TAP) Grant Projects

Falaise Sidewalks

- Feasibility study and concept plan in development

Ladue Road Bike Lane Study (East)

- East of I-270 to the City limits
- \$100,000 estimated costs for a Feasibility Study



FY2027-FY2031 Capital Fund

\$7.5 Million in Additional Projected Revenue

ESTIMATED ADDITIONAL REVENUE (FUNDING SOURCES)	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
New Ballas Sidewalk - Phase 3 (TAP Grant) (604E)	228,000				
New Ballas Improvements - Phase 2 (STP Grant) (608E)	1,020,000				
Fernview Sidewalk - Phase 1 (TAP Grant) (19701E)	516,000				
Ladue Road Improvements (STP Grant) (609E)	1,300,000				
New Ballas Improvements - Phase 3 (STP Grant) (612E)	8,000	672,000			
Municipal Park Grants Projected (Concession Stand)	525,000				
<i>TAP Grants Projected (All projects)</i>		16,000	420,000	680,000	640,000
<i>STP Grants Projected (All projects)</i>		20,000	600,000	20,000	800,000
Mary Meadows Resurfacing NID	4,400	4,400	4,400	4,400	4,400
Subtotal	3,601,400	732,400	1,024,400	724,400	1,444,400

9516 CAPITAL EQUIPMENT	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
01 Public Works Capital Equipment	419,000	404,374	476,805	404,057	496,918
02 Golf Course Capital Equipment	-	-	-	-	-
09 Capital Equipment Back Order					
Capital Equipment	419,000	404,374	476,805	404,057	496,918

FY2027 FLEET REPLACEMENT PROJECTIONS		
<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with Plow	\$ 186,000.00	2012 Two-ton Dump Truck
One-ton Dump Truck	\$ 105,000.00	2015 One-ton Dump Truck
Skid Steer	\$ 70,000.00	2012 Skid Steer
Mini Skid Steer (Dingo)	\$ 58,000.00	New To Fleet (Shared 50% Cost with Parks)
	\$ 419,000.00	

Parks & Stormwater Fund

Funding Sources

- Half-Cent Parks & Stormwater Tax
- Grants and Outside Funding

Categories Financed

- Parks Projects
- Stormwater Projects
- Capital Project Administration
- Park Maintenance



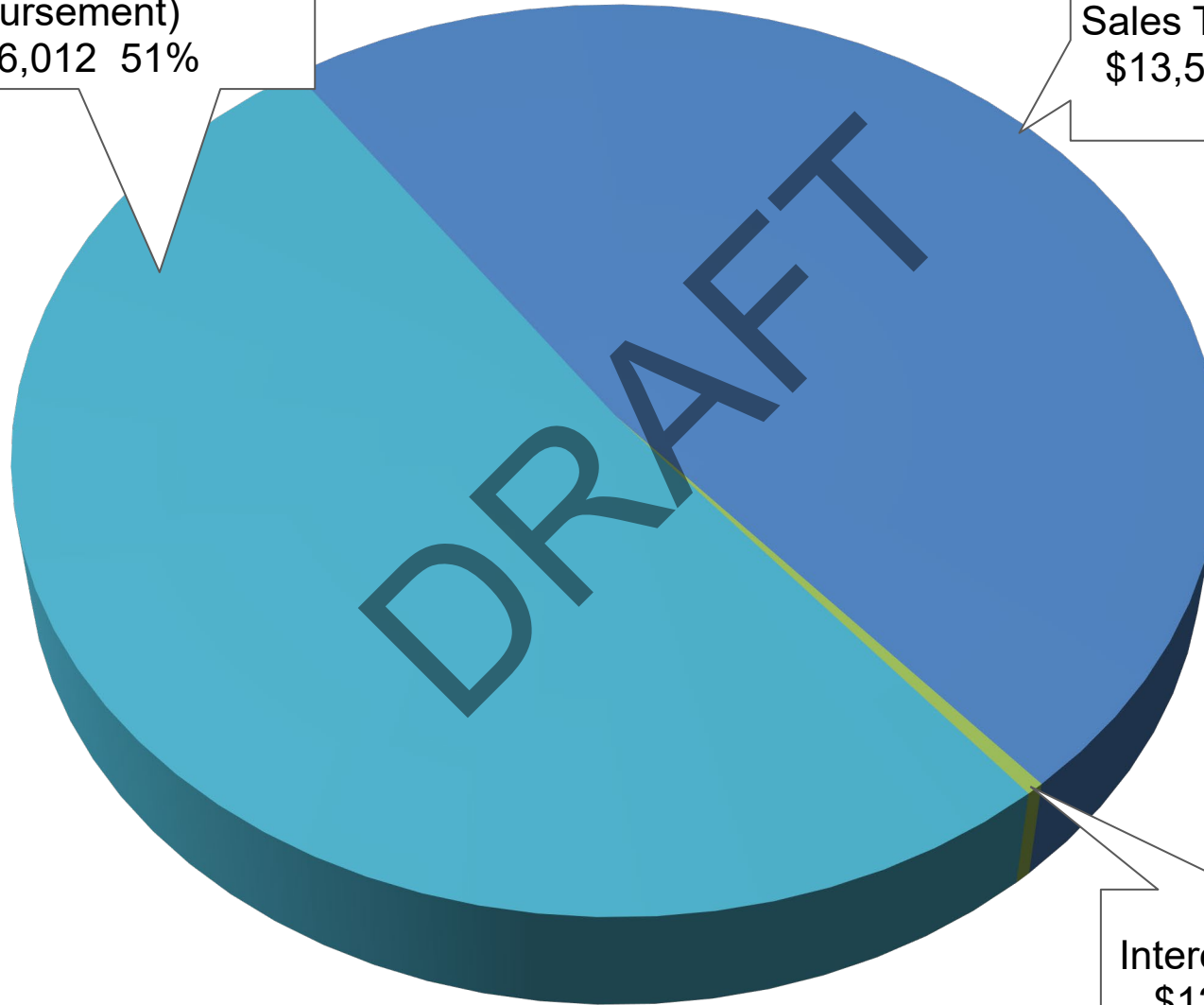
Parks and Stormwater Revenue

FY2027- FY2031

\$28 Million

Estimated Additional Revenue
(e.g. Grants &
Reimbursement)
\$14,376,012 51%

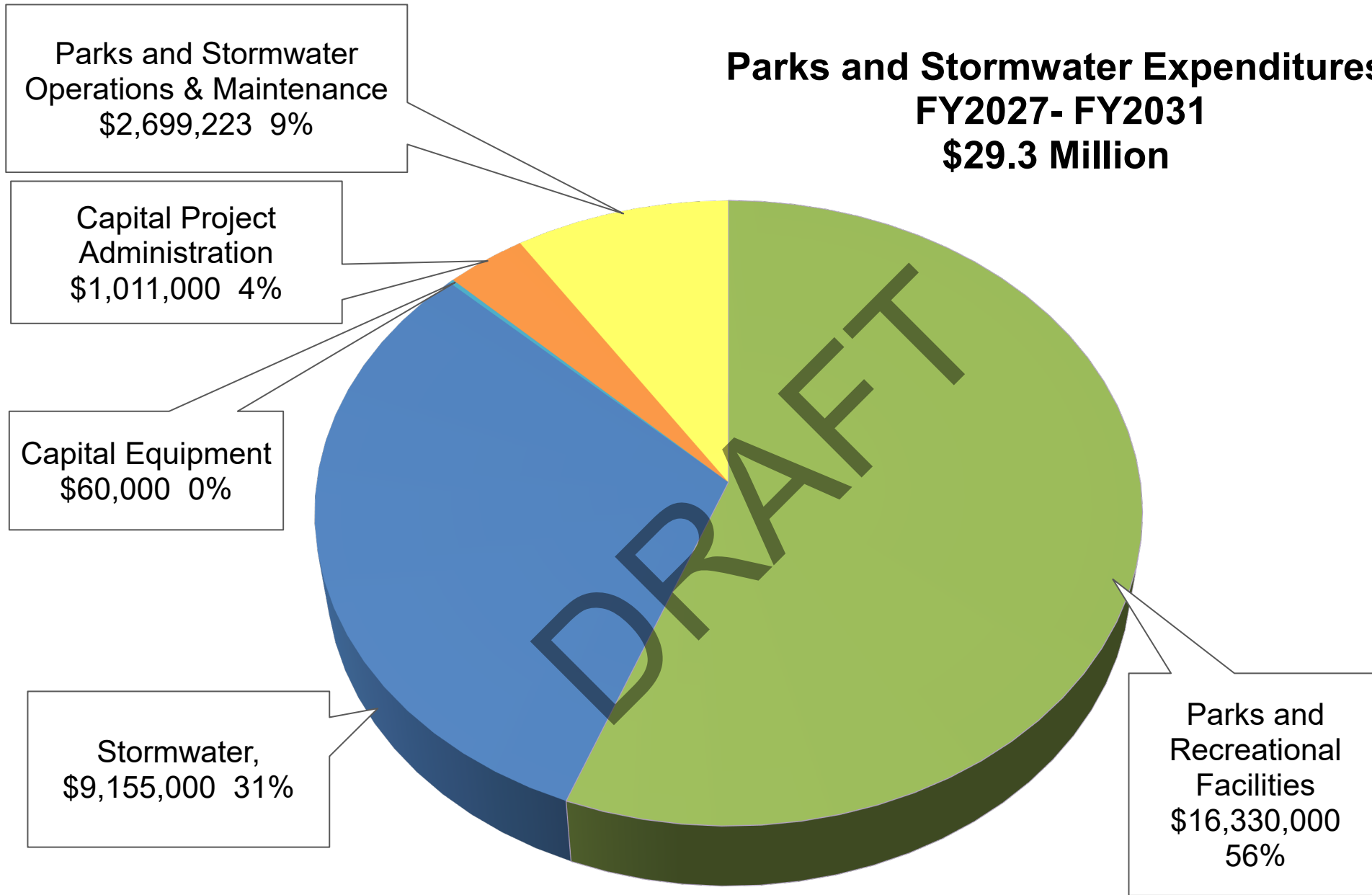
Parks-Stormwater
Sales Tax (1/2 Cent)
\$13,563,594 48%



Interest Revenue
\$125,000 1%



Parks and Stormwater Expenditures FY2027- FY2031 \$29.3 Million



9506 PARKS AND RECREATIONAL FACILITIES	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
03 Historic Building Rehabilitation and Preservation	110,000	25,000	25,000	25,000	25,000
10 Park Furniture Replacement (209E)		20,000		20,000	
11 Malcolm Terrace Park Trail Improvements	-	25,000	-	-	30,000
15 Millennium Park Improvements - Ph 2: Trails & Ridgemoor Forest Pedestrian Bridge	100,000	350,000	-	-	-
19 Playground Replacement (MTP 2027 & Conway 2030)		30,000	525,000	30,000	525,000
21 Millennium Park - Phase 3 - Park Entrance & Parking Lot Improvements (221)	-			70,000	400,000
22 Lake School Park Renovations Ph I: Playground & Parking Lot (217E)	800,000				
23 39N Greenway Connection to Centennial Trail				300,000	20,000
27 Demolition of Bridge in Malcolm Terrace Park (50% of costs)	75,000				
28 Conway Park Sidewalk & Lot Resurfacing		65,000			
30 Maintenance of Racket Sport Courts (Conway and Venable)		45,000		38,000	
31 Lighting of Conway Pickelball Courts & Parking Lot				10,000	75,000
32 Park Restroom Roof Replacement			50,000		
33 599F Centennial Greenway Warson to Baur		3,200,000			
34 599I Centennial Greenway Research to Schuetz			7,667,000		
35 Lake School Park Renovation Ph 2: Tennis Courts & Paths (217E)		150,000	1,500,000		
Subtotal (Parks and Recreational Facilities)	1,085,000	3,910,000	9,767,000	493,000	1,075,000

Parks Projects

Millennium Park Improvements Phase 2

- Trail enhancements & Ridgemore Forest pedestrian bridge

Playground Replacement

- Malcolm Terrace Park in FY2027
- Conway Park in FY2030

Lake School Park Renovations (Two Phases)

- Phase One – playground & parking lot – in design
- Phase Two – tennis courts & paths – FY2028



9509 STORMWATER	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
01 Watershed Management Plan Update (400E)			75,000		
11 Conway Park Pocket Wetland & Golf Course Pond (408E)	550,000	500,000			
13 Stormwater Management Cost-Share Program	60,000	60,000	60,000	60,000	60,000
15 FY2025 Stormwater Projects (412 E)	650,000				
16 Beaver Drive Crossing (Deer Creek OMCI) (409E)	1,000,000				
17 Sona Lane (Deer Creek OMCI) (411E)	10,000				
20 Various Projects - University City (OMCI)		175,000			
26 Demolition of Bridge in Malcolm Terrace Park (50% of costs)	75,000				
27 Projects from Watershed Management Plan (WMP)			200,000	1,200,000	1,300,000
28 FY2026 Stormwater Projects (413E)	1,200,000				
29 FY2027 Stormwater Projects	100,000	600,000			
30 FY2028 Stormwater Projects		300,000	900,000		
31 Asset Management System (50% of costs)	20,000				
Subtotal (Stormwater)	3,665,000	1,635,000	1,235,000	1,260,000	1,360,000

Stormwater Projects

Conway Park Wetland

- MSD approval moving towards construction phase

FY2025 Projects

- Woodbridge Manor (DC-S-03) in MSD review, FY2027 construction
- Complete:
 - Mason Forest Drive (CC-S-07)
 - Fernpark Drive (CC-S-03)
 - Bellington Lane (CC-S-09)



Stormwater Projects

Beaver Drive Crossing

- In engineering design with hopes minimizing utility relocation

FY2026 Projects | Engineering Design Phase

- North Spoede Road & Mission Hills Court (DC-S-22)
- Pine Manor Drive (DC-S-09)
- 18 Sackston Woods Lane (DC-S-02)
- Alden Lane (DC-S-18)



Stormwater Projects

FY2027 Proposed Projects

- Oak Hollow Drive (CC-C-23)
Creebank erosion threatening three habitable structures
- Villa Hill Lane (CC-C-16)
Streambank erosion threatening a home and a retaining wall

Asset Management | Shared with Streets & Sidewalks

- Proactive way to manage, track, and schedule maintenance
- Searchable recordkeeping



Stormwater Projects

FY2028 Proposed Projects

- 740 North Mason Road (CC-S-05) | Yard flooding and erosion that impacts twelve homes
- Ferngate Lane (CC-C-07) | Erosion that is threatening homes
- East Rue De La Banque Street (DC-C-03) | Streambank erosion threatening a habitable structure
- DC-C-24 Sunswept Drive | streambank erosion issues threatening habitable structures and a roadway



FY2027-FY2031 Parks & Stormwater Fund

\$14.4 Million in Additional Projected Revenue

ESTIMATED ADDITIONAL REVENUE (FUNDING SOURCES)	FY2027 PROJECTED	FY2028 PROJECTED	FY2029 PROJECTED	FY2030 PROJECTED	FY2031 PROJECTED
ADA Improvements (Community Development Block Grant)	-	-	-	-	-
Stormwater Improvements (Deer Creek OMCI)		125,503	125,503	125,503	125,503
Venable Park Memorial (Private Donations)	-	-	-	-	-
Various Projects - (University City OMCI)		175,000	-	-	-
Miscellaneous Donations/Reimbursements					
MSD Proposition S Funds (Most stormwater projects eligible)	200,000	200,000	200,000	200,000	200,000
Municipal Park Grant Awarded (All Projects)					
<i>Municipal Park Grant Projected (All Projects)</i>			525,000		
TIP Grant and GRG - 599F Centennial Greenway Warson to Baur		3,200,000			
TIP Grant and GRG - 599I Centennial Greenway Research to Schuetz			7,667,000		
Beaver Drive Crossing (Deer Creek OMCI) (409E)	742,000				
Pine Manor (Deer Creek OMCI)	300,000				
Deer Creek OMCI Project			250,000		
Missouri Department of Conservation Grant (Conway Park Wetland)	15,000				
Annual Total	1,257,000	3,700,503	8,767,503	325,503	325,503



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
MARCH 9, 2026
7:30 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, March 9, 2026, at 7:30 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 1 Donna Spence
Council Member, Ward 2 Nicole Greer
Council Member, Ward 2 Kimberly Norwood
Council Member, Ward 3 David Hoffman
Council Member, Ward 3 Drew Newman
Council Member, Ward 4 Mara Berry
Council Member, Ward 4 Scott Saunders

Staff Present: City Administrator Kris Simpson, Assistant City Administrator Sharon Stott/Acting City Clerk, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Interim Director of Public Works Jim Heines, Interim Assistant Director of Public Works Dione Garson, Chief of Police Jeffrey Hartman, and Public Information Officer and Management Analyst Melissa Bradford.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Newman

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

ANNOUNCEMENTS



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
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300 NORTH NEW BALLAS RD
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*The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council*

CONSENT AGENDA

1. Approval of February 23, 2026, Regular Meeting Minutes

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Spence AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 02/19/2026 to 03/04/2026

UNFINISHED BUSINESS

- 2. Bill No. 6210 — An Ordinance authorizing the City of Creve Coeur to enter into an agreement with the City of Olivette for the reciprocal use of the Creve Coeur Ice Arena, Creve Coeur Golf Course and the Olivette Five Oaks on Warson Community Center. Final Reading and Passage.**

Acting City Clerk read Bill No. 6210 for the final time.

RESULT: APPROVED (UNANIMOUS) MOVER: Saunders SECONDER: Greer AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders
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In response to a question from Council Member Spence, Mr. Valvero explained that participants' city of residence is not tracked for larger activities, such as public skating, due to the time it would require for staff and participants to verify residency by checking IDs or searching the City's system for each individual. He noted, however, that participants must present a resident ID card to receive discounted pricing.



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The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 6210 becomes Ordinance No. 5982.

NEW BUSINESS

- 3. Bill No. 6211 — An Ordinance of the City of Creve Coeur, Missouri, authorizing the Creve Coeur Police Department to enter into an agreement with St. Louis County for participation in a Regional Crisis Intervention Team (CIT) Task Force. First Reading.**

Acting City Clerk read Bill No. 6211 for the first time.

Chief of Police Jeffrey Hartman provided an overview of the agreement, explaining that the task force is a collaboration between mental health clinicians and police agencies in St. Louis and St. Charles Counties that provides follow-up services for individuals with repeated Crisis Intervention Team (CIT) calls in an effort to reduce repeat incidents. He stated that the program benefits the individuals involved, as well as officers, departments, and the community, and noted that participating officers receive specialized training, including Crisis Negotiation. He added that the officer assigned to the task force would serve in the role full-time, with the officer's salary reimbursed through a grant provided by St. Louis County.

Council Member Berry asked whether the Police Department could quantify the number of related calls before and after the task force is implemented to measure its effectiveness. Chief Hartman stated this would be difficult to prove due to the many variables associated with mental health-related calls. He added that some individuals generate numerous repeat crisis calls and that providing these individuals with appropriate assistance could help reduce the number of incidents. Council Member Berry encouraged tracking these types of calls to help evaluate the task force's success.

Council Member Berry also asked how the officer assigned to the task force would be selected. Chief Hartman stated the selection process had already been completed and was based on interviews, experience, and prior training, noting that Officer Jorel Irizarry had been selected.

In response to a question from Mayor Hoffman, Chief Hartman confirmed the assignment is annual and may be renewed each year if the grant funding continues.

Council Member Greer asked whether the task force was new or existing. Chief Hartman explained the task force is currently in the development stages and is not yet operational. He stated the initiative initially involved St. Louis and St. Charles Counties



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and is now expanding to include municipalities within those counties. He noted participating cities include Florissant, O'Fallon, St. Peters, and Ellisville.

BUSINESS FROM MAYOR AND CITY COUNCIL

4. Council Liaison Reports

Council Member Spence stated that the Energy and Environment Committee is contributing articles to the City's newsletter and has applied to participate in the Green Cities Challenge. She added that the Green Business Award is upcoming and that the committee will also participate in Arbor Day events on April 26, 2026.

Council Member Berry thanked the City for the opportunity to attend the Missouri Stewardship Summit, noting she found it informative and gained valuable insights to share with the Horticulture, Ecology, and Beautification Committee and other City committees. She also noted the City was recognized multiple times for its existing green initiatives.

BUSINESS FROM CITY ADMINISTRATOR

5. Economic Development Incentives Discussion

City Administrator Kris Simpson reported that staff is working with PGAV Consultants to develop an economic development incentives policy. He stated the developers of the Graeser Station project have expressed interest in requesting assistance from the City in the form of economic development incentives; however, no formal request has been submitted.

Mr. Simpson requested Council direction on whether the City should delay consideration of any request until the incentive policy is completed, which may take approximately six to eight weeks and include additional revisions before returning to Council for final review and approval, or proceed with reviewing a request once it is submitted. Mr. Simpson noted it would be beneficial to have an established framework in place to evaluate requests in alignment with the adopted policy.

Council Member Manlin expressed concern about a "one-size-fits-all" policy approach. Mr. Simpson stated draft policies provide guiding principles for various situations and economic development tools and would allow staff to request preliminary information and provide feedback to developers so Council can review requests with a clearer understanding of what is being proposed.



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Council Member Spence asked when the Graeser Station developers are expected to submit a request. Mr. Simpson stated the developer appears ready to submit but has been advised to wait until the Planning and Zoning process is completed, and the policy is adopted.

Council Member Berry asked about the advantages of reviewing a request prior to adoption of the policy. Mr. Simpson stated the City does not yet know the specifics of the request and currently has no formal policy in place. Waiting for adoption would allow the City to guide the request so it aligns with the policy, while proceeding now could potentially save time.

Council Member Saunders asked if the draft policy could be shared sooner, so Council feedback could begin and potentially guide the developer's request. Mr. Simpson stated staff would communicate that request to PGAV, so the policy could be completed as quickly as reasonably possible.

Council Member Greer expressed concern that discussion of incentives may be premature since the project has not yet been fully approved. Mr. Simpson stated that if land use is not approved the situation would change. However, the project has progressed far enough that staff believed it was appropriate to bring the matter to Council.

Consensus of Council is to complete and approve the policy before entertaining a specific request.

ADJOURNMENT

RESULT: APPROVED (UNANIMOUS)

MOVER: Saunders

SECONDER: Greer

AYES: Manlin, Spence, Greer, Norwood, Hoffman, Newman, Berry, Saunders

The vote on the motion being 8 ayes and 0 nays, motion carried.

The meeting adjourned at 7:52 p.m.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor



MEMORANDUM

DATE: March 17, 2026

TO: Kris Simpson, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from March 5, 2026 through March 17, 2026 in the amount of \$560,436.63.



Creve Coeur, MO

Council Report of Invoices Paid Listing

By Fund

Payment Dates 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
STANDARD INSURANCE COMPANY	16076351100001 MAR 26	03/12/2026	DENTAL MAR 26	01-2213	3182	6,322.54
STANDARD INSURANCE COMPANY	16076351100002 MAR 26	03/12/2026	RETIRE DENTAL MAR 26	01-2226	3182	265.40
STANDARD INSURANCE COMPANY	16076351100099 MAR 26	03/12/2026	REFUND H FRANCIS JAN 26	01-2226	3182	-30.68
WASHINGTON NATIONAL INS CO	P2624260	03/12/2026	WG00006955, 02413 MAR 2	01-2215	3187	367.80
PAYROLL MS CONTRIBUTION	INV0002742	03/13/2026	ICMA ROTH IRA %	01-2319	DFT0012295	226.51
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ER PENSION 7%	01-2312	DFT0012296	586.38
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA ROTH 457 %	01-2318	DFT0012296	5,665.74
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	MS ROTH IRA CATCHUP\$	01-2318	DFT0012296	50.00
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA ROTH 457 \$	01-2318	DFT0012296	2,447.31
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA ROTH IRA \$	01-2319	DFT0012296	502.70
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA 457 \$	01-2322	DFT0012296	115.39
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA 457 %	01-2322	DFT0012296	3,253.74
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA 457 \$	01-2322	DFT0012296	9,268.20
PAYROLL MS CONTRIBUTION	INV0002743	03/13/2026	ICMA LOAN PAYMENT	01-2324	DFT0012296	184.63
MOST MISSOURIS 529 SAVINGS PLAN	INV0002744	03/13/2026	MOST 529 COLLEGE SAVINGS	01-2323	DFT0012297	525.00
VOYA	INV0002745	03/13/2026	VOYA 457\$	01-2321	DFT0012298	310.00
VOYA	INV0002745	03/13/2026	VOYA 457 %	01-2321	DFT0012298	135.72
VOYA	INV0002745	03/13/2026	VOYA 457 %	01-2321	DFT0012298	504.22
DEPARTMENT OF TREASURY	INV0002746	03/13/2026	SOCIAL SECURITY	01-2102	DFT0012299	43,567.02
DEPARTMENT OF TREASURY	INV0002746	03/13/2026	MEDICARE	01-2103	DFT0012299	10,189.06
DEPARTMENT OF TREASURY	INV0002746	03/13/2026	FEDERAL WITHHOLDING	01-2104	DFT0012299	33,797.39
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002747	03/13/2026	STATE WITHHOLDING	01-2105	DFT0012300	12,102.00
						130,356.07
						130,356.07
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	MUNICIPAL PROSECUTION R	01-12-10-6201	3167	3,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	CITY ATTORNEY RETAINER M	01-12-10-6201	3167	5,500.00

Council Report of Invoices Paid Listing

Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	PROSECUTING ATTORNEY AS	01-12-10-6201	3167	1,105.00
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	DAVID NAFAR BOA SUIT 02/2	01-12-10-6201	3167	562.50
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	CITY ATTORNEY NON-RETAIN	01-12-10-6201	3167	4,725.00
CURTIS HEINZ GARRETT AND OKEEFE PC	195379-195384	03/12/2026	MUNICIPAL PROSECUTION N	01-12-10-6201	3167	400.00
Division 10 - LEGAL Total:						15,292.50
Division: 11 - ADMINISTRATIVE						
PREFERRED RESOURCE NETWORK INC	17382	03/12/2026	EMPLOYEE ASISTANCE PROG	01-12-11-6203	3180	1,071.00
M.C.I. PRINTING INC	66722	03/12/2026	Newsletter Printing MAR 26	01-12-11-6203	3176	465.00
M.C.I. PRINTING INC	66722	03/12/2026	Newsletter Printing	01-12-11-6203	3176	1,235.00
ASI	A000178626baKjL	03/12/2026	HRA & FSA ADMIN FEES MA	01-12-11-6203	3152	451.50
Division 11 - ADMINISTRATIVE Total:						3,222.50
Division: 14 - MUNICIPAL COURT						
MARY LEIGHTON BRUNTRAGER	MLB 02/20/26	03/12/2026	PROVISIONAL JUDGE 02/11	01-12-14-6201	3177	500.00
RICOH USA INC	109861493	03/17/2026	COURT COPIER LEASE 02/18	01-12-14-6213	69395	416.88
Division 14 - MUNICIPAL COURT Total:						916.88
Department 12 - ADMINISTRATION Total:						19,431.88
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0002747	03/13/2026	STATE WITHHOLDING	01-13-11-6202	DFT0012300	0.50
Division 11 - ADMINISTRATIVE Total:						0.50
Division: 15 - INTERDEPARTMENTAL						
CHARTER COMMUNICATION	173940501030126	03/12/2026	CHARTER PRI FEES & PHONE	01-13-15-6253	3163	1,636.76
CHARTER COMMUNICATION	173941901030126	03/12/2026	PW TO CITY HALL CONNECTI	01-13-15-6255	3158	328.48
CHARTER COMMUNICATION	173957701030126	03/12/2026	ANALOG ANALOG LINES MA	01-13-15-6253	3159	120.67
CHARTER COMMUNICATION	173957901030126	03/12/2026	CITY HALL TV & WIFI MAR 26	01-13-15-6255	3161	417.35
KONICA MINOLTA BUSINESS SOLUTIONS	507012409	03/12/2026	ADMIN COPIER MAINTENAN	01-13-15-6213	69375	66.00
Division 15 - INTERDEPARTMENTAL Total:						2,569.26
Division: 51 - MIS OPERATIONS						
WINNING TECHNOLOGIES IN	35213	03/12/2026	PROFESSIONAL IT SERVICES	01-13-51-6202	3189	800.00
WINNING TECHNOLOGIES IN	35298	03/12/2026	SENTINEL ONE, NINJA ONE F	01-13-51-6202	3189	423.50
WINNING TECHNOLOGIES IN	35298	03/12/2026	SENTINEL ONE, NINJA ONE F	01-13-51-7332	3189	535.00
CDW LLC	AI2U56F	03/12/2026	HP LASERJET PRO 4001 (BOO	01-13-51-6213	3156	193.03

Council Report of Invoices Paid Listing
Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
DELL MARKETING LP	10866125919	03/17/2026	DELL PRO MICRO DESKTOP	01-13-51-7331	3195	1,029.49
Division 51 - MIS OPERATIONS Total:						2,981.02
Department 13 - FINANCE Total:						5,550.78
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
BRITTANY SIEVERS	MPRA CONF FEB 26	03/12/2026	MPRA CONF FEB 2026	01-14-11-6265	3154	163.85
MYRLYNN HENLEY	134A	03/17/2026	TAI CHI INSTRUCTION [MM/	01-14-11-6202	3206	433.30
Division 11 - ADMINISTRATIVE Total:						597.15
Department 14 - COMMUNITY SERVICES Total:						597.15
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
METROPOLITAN ST LOUIS SEWER DISTRICT	1482769-5 02/13/26	03/05/2026	300 N NEW BALLAS RD STOR	01-16-11-6254	DFT0012269	172.20
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0247372-6: 300 N NEW BALL	01-16-11-6254	DFT0012280	179.82
UNIFIRST CORPORATION	1880237847	03/12/2026	MAINTENANCE UNIFORMS	01-16-11-7308	3185	10.62
AUTHORIZED ELEVATOR	5569	03/12/2026	GC QTRLY EXAMINATION & L	01-16-11-6211	69368	225.00
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	2628855 - SUPPLIES & SMAL	01-16-11-6212	69372	43.98
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	3627103 - PAINT	01-16-11-6212	69372	72.45
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	2617635 - HAND TRUCK FOR	01-16-11-6212	69372	199.00
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	2628855 - SUPPLIES & SMAL	01-16-11-7302	69372	169.00
WIEGMANN ASSOCIATES	88698	03/12/2026	WORK ORDER 260658 HEAT	01-16-11-6211	3188	592.50
RENTOKIL NORTH AMERICA INC	92984494	03/12/2026	PEST CONTROL AT GC- MAR	01-16-11-6212	3181	64.60
JOSHUA A DORSEY	000060	03/17/2026	CLEANING CONTRACT - GC FI	01-16-11-6212	3200	2,000.00
ALL TYPE VACUUM & JANITORIAL SUPPLY	112851-01	03/17/2026	WHITE ROLL TOWELS	01-16-11-6212	69386	114.70
UNIFIRST CORPORATION	1880239103	03/17/2026	MAINTENANCE UNIFORMS	01-16-11-7308	3215	10.62
RENTOKIL NORTH AMERICA INC	92985008	03/17/2026	PEST CONTROL AT GC- MAR	01-16-11-6212	3212	115.57
Division 11 - ADMINISTRATIVE Total:						3,970.06
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						3,970.06
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
UNIFIRST CORPORATION	1880237847	03/12/2026	MAINTENANCE UNIFORMS	01-21-11-7308	3185	10.62
UNIFIRST CORPORATION	1880239103	03/17/2026	MAINTENANCE UNIFORMS	01-21-11-7308	3215	10.62
SUNTRUP FORD INC	489796	03/17/2026	BRAKES FOR CAR 2426	01-21-11-6210	69397	301.57
LEON UNIFORM CO INC	666419	03/17/2026	COMMENDATION BAR	01-21-11-7308	3201	78.00
LEON UNIFORM CO INC	667238	03/17/2026	PD EMBLEMS	01-21-11-7308	3201	485.00

Council Report of Invoices Paid Listing
Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
MARCO HOLDINGS LLC	INV14759150	03/17/2026	RECORD'S COPIER-1/11-4/1	01-21-11-6213	69391	169.85
MARCO HOLDINGS LLC	INV14759490	03/17/2026	CHIEF'S OFFICE COPIER-1/07	01-21-11-6213	69391	132.24
Division 11 - ADMINISTRATIVE Total:						1,187.90
Division: 21 - INVESTIGATION						
MISSOURI POLICE CHIEFS ASSOCIATION	26381	03/12/2026	REGISTRATION FOR SRO CON	01-21-21-6265	69376	425.00
TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	5972751-202602-1	03/12/2026	SEARCH TRANSACTIONS-BILL	01-21-21-6202	69384	132.00
SSM HEALTH CARE GROUP	90008559	03/17/2026	TOXICOLOGY SERVICES	01-21-21-6203	3214	240.65
Division 21 - INVESTIGATION Total:						797.65
Division: 22 - PATROL						
VALVOLINE LLC	252425	03/12/2026	OIL CHANGE, TIRE ROTATION	01-21-22-6210	69385	74.76
LEON UNIFORM CO INC	669868	03/12/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	3175	160.00
LEON UNIFORM CO INC	669872	03/12/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	3175	6.00
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-26-052	03/12/2026	DECOMMISSION ON CAR 24	01-21-22-9502	3168	675.00
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-26-053	03/12/2026	UPFITTING FOR CAR 2428	01-21-22-9502	3168	7,810.00
DEFENDER PRODUCT SOLUTIONS, LLC	DPS-26-054	03/12/2026	ADD'L UPFITTING FOR CAR 2	01-21-22-9502	3168	1,364.00
CONSUMER GLASS INC	W108313	03/12/2026	WINDSHIELD FOR CAR 2425	01-21-22-6210	69370	350.00
NICOLE MARTIN	03/05/26 MARTIN	03/17/2026	FUEL CAR 2422 BY PO MARTI	01-21-22-7307	3210	39.01
AMERICAS PARKING REMARKING LLC	26-1099	03/17/2026	20 TRAFFIC CONES	01-21-22-9503	3191	546.60
LEON UNIFORM CO INC	668543	03/17/2026	PATROL UNIFORM PURCHAS	01-21-22-7308	3201	162.00
SUNTRUP FORD INC	CM489668	03/17/2026	CORE CREDIT FOR CAR 2408	01-21-22-6210	69397	-50.00
Division 22 - PATROL Total:						11,137.37
Department 21 - POLICE Total:						13,122.92
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
CHUCKS ACQUISITION CO LL	I3-0007551	03/12/2026	SAFETY BOOTS - J. VANDERB	01-31-11-7308	3164	200.00
DREXEL TECHNOLOGIES INC	INV183699	03/12/2026	JOB POSTING 2026 CONCRET	01-31-11-6260	3169	47.00
Division 11 - ADMINISTRATIVE Total:						247.00
Division: 41 - STREET MAINTENANCE						
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0473730-0: 996 E RUE DE LA	01-31-41-6254	DFT0012280	201.52
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0549319-2:1030 N LINDBER	01-31-41-6254	DFT0012280	33.60
TIMBERCREEK EQUIPMENT CO LLC	1066742	03/12/2026	CHAINSAW SPARK PLUGS AN	01-31-41-6211	69383	69.42
TIMBERCREEK EQUIPMENT CO LLC	1066743	03/12/2026	REPLACEMENT PART FOR HE	01-31-41-6211	69383	9.93

Council Report of Invoices Paid Listing
Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
POMPS TIRE SERVICE INC	1240058032	03/12/2026	211 FRONT TIRES	01-31-41-6210	3179	227.38
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163032570-001	03/12/2026	FERTILIZER FOR STREETS AN	01-31-41-7303	69381	99.58
CHARTER COMMUNICATION	173942001030126	03/12/2026	PW GARAGE TV WIFI MAR 2	01-31-41-6253	3162	161.54
CHAMP LANDFILL COMPANY	17621F093	03/12/2026	DEBRIS HAUL OFF	01-31-41-6212	3157	84.92
UNIFIRST CORPORATION	1880237877	03/12/2026	PW UNIFORMS WEEK OF 03/	01-31-41-7308	3185	74.14
RUSH TRUCK CENTER	3044501362	03/12/2026	319 TUBE EXHAUST RETURN	01-31-41-6210	69379	-42.86
RUSH TRUCK CENTER	3044583129	03/12/2026	319 TURBO	01-31-41-6210	69379	151.22
RUSH TRUCK CENTER	3044593368	03/12/2026	319 TURBO	01-31-41-6210	69379	164.71
RUSH TRUCK CENTER	3044935182	03/12/2026	318 STARTER	01-31-41-6210	69379	999.59
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	9031226 - 2X12 FOR NEW TR	01-31-41-6210	69372	50.52
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	31140 - BEHV BALL VALVE	01-31-41-6210	69372	71.45
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5024159 - VALVES AND BAN	01-31-41-6211	69372	57.28
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5041113 - VALVES FOR SPRE	01-31-41-6211	69372	30.77
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5071270 - SPREADER VALES	01-31-41-6211	69372	68.60
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	4511708 - TARPS FOR PWG	01-31-41-6212	69372	39.96
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	31170 - DWON SPOUT ALUM	01-31-41-6212	69372	23.96
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	8528101 - GRAFITI REMOVE	01-31-41-7301	69372	33.68
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	1090394 - ECOLAB AND LYSO	01-31-41-7301	69372	49.74
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	6075098 - RAKES FOR LEAF V	01-31-41-7302	69372	469.82
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	803260 - MAILBOX REPAIRS	01-31-41-7310	69372	123.03
GRAINGER	9820728534	03/12/2026	WATER AND AIR PRESSURE S	01-31-41-6211	3171	103.60
GRAINGER	9822277340	03/12/2026	AUTO DRAIN VALVE	01-31-41-6211	3171	97.69
SAFETY KLEEN SYSTEMS INC	99348384	03/12/2026	DIESEL EXHAUST FLUID	01-31-41-6210	69380	129.38
HUMAN RESOURCE STAFFIN	1001086042	03/17/2026	PW TEMPORARY EMPLOYEE	01-31-41-6207	3198	1,921.92
NEW FRONTIER MATERIALS LLC	12923983	03/17/2026	TICKET 57197348 - HOTMIX	01-31-41-7305	3208	201.40
NEW FRONTIER MATERIALS LLC	12924700	03/17/2026	TICKET #43043628 - POTHOL	01-31-41-7305	3208	279.60
NEW FRONTIER MATERIALS LLC	12927704	03/17/2026	TICKEKT 43044224 - POTHOL	01-31-41-7305	3208	520.85
NEW FRONTIER MATERIALS LLC	12928106	03/17/2026	TICKET 43044338 - AUTUMN	01-31-41-7305	3208	190.95
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163134037-001	03/17/2026	TURF FERTILIZER FOR STREET	01-31-41-7303	69396	49.79

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Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163238464-001	03/17/2026	4 GALLON BACKPACK SPRAY	01-31-41-7302	69396	99.00
UNIFIRST CORPORATION	1880239136	03/17/2026	PW UNIFORMS WEEK OF 03/	01-31-41-7308	3215	74.14
NB WEST CONTRACTING CO	21704	03/17/2026	COLD MIX	01-31-41-7305	3207	306.00
AMERENUE	2316025009 021026	03/17/2026	10276 OLIVE PED LIGHTING	01-31-41-6251	DFT0012327	52.70
AMERENUE	2523023477 021026	03/17/2026	10700 OLIVE BLVD LIGHTED	01-31-41-6250	DFT0012328	59.52
MCCONNELLS OF ST LOUIS INC	2603-126319	03/17/2026	WHITE MARKING PAINT	01-31-41-7304	3202	71.88
MCCOY CONSTRUCTION AND FORESTRY INC	2656711	03/17/2026	CHIPPER FILTER	01-31-41-6211	69392	77.99
NU WAY CONCRETE FORMS INC	2740332	03/17/2026	2 GALLON TANK SPRAYER	01-31-41-7302	69394	144.75
AMERENUE	5439133005 021026	03/17/2026	10600 OLIVE BLVD OLIVE STS	01-31-41-6251	DFT0012329	53.17
Division 41 - STREET MAINTENANCE Total:						7,687.83
Division: 43 - PARKS MAINTENANCE						
METROPOLITAN ST LOUIS SEWER DISTRICT	1473499-0 02/13/26	03/05/2026	2 BARNES W.STORMWTR @	01-31-43-6224	DFT0012270	84.00
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0783768-5: 2 BARNES W-TAP	01-31-43-6224	DFT0012280	66.77
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0567312-4:10620 COUNTRY	01-31-43-6254	DFT0012280	60.12
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0472261-7: 12100 CONWAY	01-31-43-6254	DFT0012280	53.47
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0578184-4:601 COEUR DE VI	01-31-43-6254	DFT0012280	371.62
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0034325-1: 11370 ST PAUL S	01-31-43-6254	DFT0012280	46.82
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	0578025-9: 1000 BARNES W	01-31-43-6254	DFT0012280	40.17
TIMBERCREEK EQUIPMENT CO LLC	1066742	03/12/2026	CHAINSAW SPARK PLUGS AN	01-31-43-6211	69383	23.14
TIMBERCREEK EQUIPMENT CO LLC	1066743	03/12/2026	REPLACEMENT PART FOR HE	01-31-43-6211	69383	3.31
POMPS TIRE SERVICE INC	1240058032	03/12/2026	211 FRONT TIRES	01-31-43-6210	3179	75.80
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163032570-001	03/12/2026	FERTILIZER FOR STREETS AN	01-31-43-7303	69381	99.58
CHARTER COMMUNICATION	173942001030126	03/12/2026	PW GARAGE TV WIFI MAR 2	01-31-43-6253	3162	53.85
UNIFIRST CORPORATION	1880237877	03/12/2026	PW UNIFORMS WEEK OF 03/	01-31-43-7308	3185	24.72
RUSH TRUCK CENTER	3044501362	03/12/2026	319 TUBE EXHAUST RETURN	01-31-43-6210	69379	-14.28
RUSH TRUCK CENTER	3044583129	03/12/2026	319 TURBO	01-31-43-6210	69379	50.40
RUSH TRUCK CENTER	3044593368	03/12/2026	319 TURBO	01-31-43-6210	69379	54.90
RUSH TRUCK CENTER	3044935182	03/12/2026	318 STARTER	01-31-43-6210	69379	333.20
PHILIBERT SECURITY SYSTEMS INC	368435	03/12/2026	CENTRAL STATION MONITOR	01-31-43-6224	69378	41.95

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Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	31140 - BEHV BALL VALVE	01-31-43-6210	69372	23.81
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	9031226 - 2X12 FOR NEW TR	01-31-43-6210	69372	16.84
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5071270 - SPREADER VALES	01-31-43-6211	69372	22.86
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5024159 - VALVES AND BAN	01-31-43-6211	69372	19.09
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	5041113 - VALVES FOR SPRE	01-31-43-6211	69372	10.25
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	1615412 - PROPRESS 1/2"	01-31-43-6212	69372	8.36
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	4511708 - NAILS/BOLTS STO	01-31-43-6212	69372	17.18
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	8070351 - VENABLE PARK M	01-31-43-6212	69372	65.27
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	8528101 - GRAFITI REMOVE	01-31-43-7301	69372	33.67
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	1090394 - ECOLAB AND LYSO	01-31-43-7301	69372	49.75
GRAINGER	9820728534	03/12/2026	WATER AND AIR PRESSURE S	01-31-43-6211	3171	34.53
GRAINGER	9822277340	03/12/2026	AUTO DRAIN VALVE	01-31-43-6211	3171	32.56
SAFETY KLEEN SYSTEMS INC	99348384	03/12/2026	DIESEL EXHAUST FLUID	01-31-43-6210	69380	43.12
HUMAN RESOURCE STAFFIN	1001086042	03/17/2026	PW TEMPORARY EMPLOYEE	01-31-43-6207	3198	640.64
POMPS TIRE SERVICE INC	1240058343	03/17/2026	215 TIRES	01-31-43-6210	3211	985.92
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163134037-001	03/17/2026	TURF FERTILIZER FOR STREET	01-31-43-7303	69396	49.79
UNIFIRST CORPORATION	1880239136	03/17/2026	PW UNIFORMS WEEK OF 03/	01-31-43-7308	3215	24.72
MCCOY CONSTRUCTION AND FORESTRY INC	2656711	03/17/2026	CHIPPER FILTER	01-31-43-6211	69392	26.00
MIRACLE RECREATION EQUIPMENT CO	899701	03/17/2026	EMERGENCY ROCKWALL REP	01-31-43-6212	69393	4,518.46

Division 43 - PARKS MAINTENANCE Total: 8,092.36

Department 31 - PUBLIC WORKS Total: 16,027.19

Department: 32 - COMMUNIITY DEVELOPMENT

Division: 11 - ADMINISTRATIVE

CLARALYN P BOLLINGER	02/5/26 MILEAGE	03/12/2026	FEB 2026 MILEAGE REIMBUR	01-32-11-7307	3165	11.60
BRIDGETOWER OPCO LLC	745849881	03/12/2026	PUBLIC NOTICE AD 25-034 &	01-32-11-6260	3153	84.49
BRIDGETOWER OPCO LLC	745850431	03/12/2026	PUBLIC NOTICE AD 26-004 C	01-32-11-6260	3153	67.83
MCLAUGHLIN COURT REPORTING SERVICES INC	031126-1	03/17/2026	P&Z PROJECT 26-003	01-32-11-6202	3217	247.40

Division 11 - ADMINISTRATIVE Total: 411.32

Department 32 - COMMUNIITY DEVELOPMENT Total: 411.32

Fund 01 - GENERAL FUND Total: 189,467.37

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Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 02 - CAPITAL IMPROVEMENT FUND						
Department: 61 - CIP						
Division: 71 - CIP						
THE GARLAND COMPANY IN	427852418768	03/12/2026	PW ROOF & DRC ROOF REPL	02-61-71-9501	69382	19,129.05
THE GARLAND COMPANY IN	427852418768	03/12/2026	DRC ROOF REPLACEMENT	02-61-71-9506	69382	26,814.35
COMMERCIAL IRRIGATION INC	45433	03/12/2026	GOLF COURSE IRRIGATION FI	02-61-71-9506	3166	4,999.99
THOUVENOT WADE & MOERCHEN INC	96354	03/12/2026	FERNVIEW DRIVE SIDEWALK	02-61-71-9510	3183	1,169.50
TRUCK CENTERS INC	F11092851201	03/12/2026	Single Axle Two Ton Dump Tr	02-61-71-9516	3184	76,198.00
WILLIAM M HAMPTON	2604	03/17/2026	RIGHT-OF-WAY CONSULT FO	02-61-71-9510	69399	4,200.00
WILLIAM M HAMPTON	2605	03/17/2026	FERNVIEW SIDEWALK - RW	02-61-71-9510	69399	21,700.00
HORNER AND SHIFRIN INC	79556	03/17/2026	ENG SERVICES BALLAS SIDE	02-61-71-9510	3197	2,225.00
Division 71 - CIP Total:						156,435.89
Department 61 - CIP Total:						156,435.89
Fund 02 - CAPITAL IMPROVEMENT FUND Total:						156,435.89
Fund: 05 - PARKS & STORMWATER FUND						
Department: 61 - CIP						
Division: 71 - CIP						
INTUITION AND LOGIC ENGINEERING INC	260205	03/12/2026	MALCOLM TERRACE BRIDGE	05-61-71-9509	3174	2,135.00
IDEAL LANDSCAPE CONSTRUCTION INC	5-FINAL	03/12/2026	FY2025 STORMWATER PROJE	05-61-71-9509	3173	1,500.00
IDEAL LANDSCAPE CONSTRUCTION INC	5-FINAL	03/12/2026	FY2025 STORMWATER PROJE	05-61-71-9509	3173	3,992.55
IDEAL LANDSCAPE CONSTRUCTION INC	5-FINAL	03/12/2026	FY2025 STORMWATER PROJE	05-61-71-9509	3173	1,785.00
IDEAL LANDSCAPE CONSTRUCTION INC	9.	03/12/2026	VENABLE PARK IMPROVEME	05-61-71-9506	3173	80,285.93
THOUVENOT WADE & MOERCHEN INC	96434	03/12/2026	LAKE SCHOOL PARK RENOVA	05-61-71-9506	3183	9,178.50
THOUVENOT WADE & MOERCHEN INC	96436	03/12/2026	VENABLE PARK SITE DESIGN	05-61-71-9506	3183	3,072.32
IDEAL LANDSCAPE CONSTRUCTION INC	10.	03/17/2026	VENABLE PARK IMPROVEME	05-61-71-9506	3199	65,163.34
Division 71 - CIP Total:						167,112.64
Department 61 - CIP Total:						167,112.64
Fund 05 - PARKS & STORMWATER FUND Total:						167,112.64

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Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 06 - MUNICIPAL ENTERPRISE FUND						
CALLAWAY GOLF SALES COMPANY	942026399	03/12/2026	GOLF BALLS FOR RESALE	06-1623	69369	753.12
						753.12
						753.12
Department: 14 - COMMUNITY SERVICES						
Division: 31 - ICE ARENA						
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	1049261-9: 11400 OLDE CAB	06-14-31-6254	DFT0012280	510.50
CALIBRATION TECHNOLOGIES ACQUISITIO	121676	03/12/2026	SOLE SOURCE AS NEEDED TO	06-14-31-9503	3155	3,932.99
AMERENUE	1801001713 02/18/26	03/12/2026	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0012301	3,962.24
MURPHY COMPANY	323577	03/12/2026	Ice Plant Preventive Mainten	06-14-31-6211	3178	2,500.00
MURPHY COMPANY	323577	03/12/2026	ICE PREVENTIVE MAINTENA	06-14-31-6211	3178	1,112.50
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	30027 - DRILL BITS, GLOVES,	06-14-31-6212	69372	28.87
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	9054456 - FENCE REPAIR SU	06-14-31-6212	69372	63.42
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	33443978 - DRYWALL, LADD	06-14-31-6212	69372	254.76
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	1041134 - TAPCON, WASHER	06-14-31-6212	69372	49.11
VESTIS GROUP INC	6170535401	03/12/2026	DRC MOP & TOWELS	06-14-31-7301	3186	32.36
GEMPLERS INC	INV0004631530	03/12/2026	GLOVES FOR JEREMY MILLER	06-14-31-6212	69371	44.74
MISSOURI AMERICAN WATER CO	1017210013831700 02/19/2	03/16/2026	11400 OLDE CABIN RD 01/21	06-14-31-6254	DFT0012305	112.02
MISSOURI AMERICAN WATER CO	1017210013831779 02/19/2	03/16/2026	11400 OLDE CABIN 2ND FIRE	06-14-31-6254	DFT0012307	3.36
JOSHUA A DORSEY	000061	03/17/2026	CLEANING CONTRACT - DRC	06-14-31-6203	3200	500.00
CHARTER COMMUNICATION	173955201030126	03/17/2026	DRC TV & INTERNET MAR 26	06-14-31-6255	3193	188.45
MURPHY COMPANY	323462	03/17/2026	REPLACE PROPANE DETECTR	06-14-31-9503	3205	4,075.00
MCMASTER CARR SUPPLY COMPANY	61390881	03/17/2026	HOSE FOR FLOODING THE IC	06-14-31-6212	3203	37.08
MCMASTER CARR SUPPLY COMPANY	61412685	03/17/2026	DRC MISC MAINT. ITEMS	06-14-31-6212	3203	18.05
VESTIS GROUP INC	6170538045	03/17/2026	DRC MOP & TOWELS	06-14-31-7301	3216	32.36
GRAINGER	9836438144	03/17/2026	NEW CHAIRS FOR DRC WEST	06-14-31-9503	3196	312.85
REP HOLDINGS GROUP LLC	985579	03/17/2026	PROPANE FOR OLY	06-14-31-7307	3213	256.87
Division 31 - ICE ARENA Total:						18,027.53
Division: 32 - GOLF MAINTENANCE						
HANSENS TREE LAWN & LANDSCAPING SERVICES	218760	03/12/2026	MULCH	06-14-32-6212	3172	558.75
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	9051897 - 2 CYCLE OIL; MISC	06-14-32-6211	69372	29.91

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	2070150 - ELECTRICAL SUPP	06-14-32-6212	69372	38.24
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	9051897 - 2 CYCLE OIL; MISC	06-14-32-6212	69372	74.00
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	1021312 - BATHROOM ROOF	06-14-32-6212	69372	752.49
HOME DEPOT CREDIT SERVICES	6035322535108587 02/28/2	03/12/2026	7729619 - GLOVES	06-14-32-7308	69372	32.87
E & G KRAEMER ENTERPRISES INC	69900	03/12/2026	RENOVATE PLUS & GYPSUM	06-14-32-7303	3170	660.00
MISSOURI AMERICAN WATER CO	1017210013831700 02/19/2	03/16/2026	11400 OLDE CABIN RD 01/21	06-14-32-6254	DFT0012305	849.50
AMERENUE	0639074006 021326	03/17/2026	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0012326	14.82
MTI DISTRIBUTING INC	1509140-00	03/17/2026	BEDKNIFE AND SCREWS FOR	06-14-32-6211	3204	310.47
SITEONE LANDSCAPE SUPPLY HOLDING LLC	163255281-001	03/17/2026	FERTILIZER AND GRANULAR	06-14-32-7303	69396	272.00
AMERENUE	4863142006 02/13/26	03/17/2026	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0012323	9.19
AMERENUE	5235018016 021326	03/17/2026	11400 OLDE CABIN RD PUM	06-14-32-6250	DFT0012325	51.25
AMERENUE	7072604119 021326	03/17/2026	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0012322	285.71
HOLCIM-MAMR INC	722311973	03/17/2026	FILL SAND GOLF COURSE	06-14-32-6212	69389	501.60
ADVANCED TURF SOLUTIONS INC	SO1437116	03/17/2026	GREENS FERT.	06-14-32-7303	3190	423.60
Division 32 - GOLF MAINTENANCE Total:						4,864.40
Division: 33 - PRO-SHOP						
METROPOLITAN ST LOUIS SEWER DISTRICT	298186	03/09/2026	1049261-9: 11400 OLDE CAB	06-14-33-6254	DFT0012280	170.17
VESTIS GROUP INC	6170535401	03/12/2026	DRC MOP & TOWELS	06-14-33-7301	3186	22.80
CALLAWAY GOLF SALES COMPANY	942026399	03/12/2026	GOLF BALLS FOR RESALE	06-14-33-8324	69369	0.72
CHARTER COMMUNICATION	173955201030126	03/17/2026	DRC TV & INTERNET MAR 26	06-14-33-6255	3193	80.76
VESTIS GROUP INC	6170538045	03/17/2026	DRC MOP & TOWELS	06-14-33-7301	3216	22.80
AMERENUE	9601003815 021326	03/17/2026	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0012324	1,695.91
Division 33 - PRO-SHOP Total:						1,993.16
Division: 34 - FOOD SERVICES						
VESTIS GROUP INC	6170535401	03/12/2026	DRC MOP & TOWELS	06-14-34-7301	3186	18.40
PEPSICO BEVERAGE SALES LL	63451309	03/12/2026	SOFT DRINKS FOR RESALE	06-14-34-8317	69377	517.56
BREAKTHRU BEVERAGE GROUP	126064084	03/17/2026	BEER FOR RESALE	06-14-34-8316	69387	283.25
D AND D DISTRIBUTORS LLP	584608	03/17/2026	BEER FOR RESALE	06-14-34-8316	3194	572.40
VESTIS GROUP INC	6170538045	03/17/2026	DRC MOP & TOWELS	06-14-34-7301	3216	18.40
Division 34 - FOOD SERVICES Total:						1,410.01
Department 14 - COMMUNITY SERVICES Total:						26,295.10
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						27,048.22

Council Report of Invoices Paid Listing

Payment Dates: 3/5/2026 - 3/17/2026

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
UBUNTU HOMES LLC	SLR 11/11/25	03/17/2026	SANITARY SEWER LATERAL R	11-61-93-9315	69398	4,063.50
Division 93 - SEWER LATERAL Total:						4,063.50
Department 61 - CIP Total:						4,063.50
Fund 11 - SEWER LATERAL FUND Total:						4,063.50
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - PUBLIC SAFETY						
METROPOLITAN ST LOUIS SEWER DISTRICT	1225607-9 02/13/26	03/05/2026	350 N NEW BALLAS RD 12/3	19-21-23-6254	DFT0012268	112.21
CHARTER COMMUNICATION	173957801030126	03/12/2026	PD VOICE MAR 26	19-21-23-6253	3160	336.43
CHARTER COMMUNICATION	173957801030126	03/12/2026	PD TV AND INTERNET MAR 2	19-21-23-6255	3160	315.74
MISSOURI AMERICAN WATER CO	1017220023905711 02/19/2	03/16/2026	350 N NEW BALLAS 01/21/2	19-21-23-6254	DFT0012306	195.35
JOSHUA A DORSEY	000059	03/17/2026	CLEANING CONTRACT - POLI	19-21-23-6212	3200	875.00
NEW SYSTEM LLC	112812	03/17/2026	FLOOR MATS FOR PD	19-21-23-6212	3209	965.78
CRISIS SYSTEMS MANAGEMENT LLC	68940	03/17/2026	CRISIS/HOSTAGE NEGOTIATI	19-21-23-6261	69388	625.00
CRISIS SYSTEMS MANAGEMENT LLC	68941	03/17/2026	CRISIS/HOSTAGE NOGOTIATI	19-21-23-6261	69388	625.00
RENTOKIL NORTH AMERICA INC	92985009	03/17/2026	MARCH PEST CONTROL MAI	19-21-23-6212	3212	76.40
BEST TECHNOLOGY SYSTEMS INC	BTL-26021-1	03/17/2026	SHOOTING RANGE INSPECTI	19-21-23-9501	3192	6,922.00
JEFFERSON COLLEGE LE ACADEMY	TRAINCR26	03/17/2026	ANNUAL TRAINING CLEE CO	19-21-23-6261	69390	110.00
Division 23 - PUBLIC SAFETY Total:						11,158.91
Department 21 - POLICE Total:						11,158.91
Fund 19 - PUBLIC SAFETY FUND Total:						11,158.91
Fund: 99 - POOLED CASH						
ARVEST BANK	3025 03/09/26	03/10/2026	EPAYMENT 03/11/26	99-2809	DFT0012281	4,641.10
ARVEST BANK	3025 031626	03/17/2026	EPAYMENT 03/18/26	99-2809	DFT0012330	509.00
						5,150.10
						5,150.10
Fund 99 - POOLED CASH Total:						5,150.10
Grand Total:						560,436.63

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	189,467.37
02 - CAPITAL IMPROVEMENT FUND	156,435.89
05 - PARKS & STORMWATER FUND	167,112.64
06 - MUNICIPAL ENTERPRISE FUND	27,048.22
11 - SEWER LATERAL FUND	4,063.50
19 - PUBLIC SAFETY FUND	11,158.91
99 - POOLED CASH	5,150.10
Grand Total:	560,436.63

Account Summary

Account Number	Account Name	Payment Amount
01-12-10-6201	LEGAL AND ACCOUNTIN	15,292.50
01-12-11-6203	PROFESSIONAL SERVICE	3,222.50
01-12-14-6201	LEGAL AND ACCOUNTIN	500.00
01-12-14-6213	OFFICE EQUIPMENT MAI	416.88
01-13-11-6202	TECHNICAL AND PERSO	0.50
01-13-15-6213	OFFICE EQUIPMENT MAI	66.00
01-13-15-6253	TELEPHONE	1,757.43
01-13-15-6255	CABLE TV AND INTERNE	745.83
01-13-51-6202	TECHNICAL AND PERSO	1,223.50
01-13-51-6213	OFFICE EQUIPMENT MAI	193.03
01-13-51-7331	COMPUTER HARDWARE	1,029.49
01-13-51-7332	COMPUTER SOFTWARE	535.00
01-14-11-6202	TECHNICAL AND PERSO	433.30
01-14-11-6265	TRAVEL & CONFERENCE	163.85
01-16-11-6211	EQUIPMENT MAINTENA	817.50
01-16-11-6212	BUILDING AND GROUND	2,610.30
01-16-11-6254	WATER AND SEWER	352.02
01-16-11-7302	SMALL TOOLS	169.00
01-16-11-7308	WEARING APPAREL AND	21.24
01-2102	FICA WITHHOLDING	43,567.02
01-2103	MEDICARE WITHHOLDIN	10,189.06
01-2104	FEDERAL TAX WITHHOL	33,797.39
01-2105	MISSOURI TAX WITHHOL	12,102.00
01-21-11-6210	VEHICLE MAINTENANCE	301.57
01-21-11-6213	OFFICE EQUIPMENT MAI	302.09
01-21-11-7308	WEARING APPAREL AND	584.24
01-21-21-6202	TECHNICAL AND PERSO	132.00
01-21-21-6203	PROFESSIONAL SERVICE	240.65
01-21-21-6265	TRAVEL & CONFERENCE	425.00

Account Summary

Account Number	Account Name	Payment Amount
01-21-22-6210	VEHICLE MAINTENANCE	374.76
01-21-22-7307	GASOLINE, PROPANE &	39.01
01-21-22-7308	WEARING APPAREL AND	328.00
01-21-22-9502	VEHICLES	9,849.00
01-21-22-9503	EQUIPMENT	546.60
01-2213	DENTAL INSURANCE PAY	6,322.54
01-2215	INTENSIVE CARE/CANCE	367.80
01-2226	DENTAL INS PREM PAID	234.72
01-2312	401 - ICMA	586.38
01-2318	ICMA ROTH 457	8,163.05
01-2319	ICMA ROTH IRA	729.21
01-2321	457 - VOYA	949.94
01-2322	457 - ICMA	12,637.33
01-2323	MOST PROGRAM	525.00
01-2324	ICMA LOAN REPAYMENT	184.63
01-31-11-6260	ADVERTISING	47.00
01-31-11-7308	WEARING APPAREL AND	200.00
01-31-41-6207	TEMP PROFESSIONAL SE	1,921.92
01-31-41-6210	VEHICLE MAINTENANCE	1,751.39
01-31-41-6211	EQUIPMENT MAINTENA	515.28
01-31-41-6212	BUILDING AND GROUND	148.84
01-31-41-6250	ELECTRICITY	59.52
01-31-41-6251	STREET LIGHTING	105.87
01-31-41-6253	TELEPHONE	161.54
01-31-41-6254	WATER AND SEWER	235.12
01-31-41-7301	CHEMICALS & CLEANING	83.42
01-31-41-7302	SMALL TOOLS	713.57
01-31-41-7303	HORTICULTURAL SUPPLI	149.37
01-31-41-7304	GENERAL SUPPLIES	71.88
01-31-41-7305	STREET & SIDEWALK MA	1,498.80
01-31-41-7308	WEARING APPAREL AND	148.28
01-31-41-7310	SNOW REMOVAL	123.03
01-31-43-6207	TEMP PROFESSIONAL SE	640.64
01-31-43-6210	VEHICLE MAINTENANCE	1,569.71
01-31-43-6211	EQUIPMENT MAINTENA	171.74
01-31-43-6212	BUILDING AND GROUND	4,609.27
01-31-43-6224	TAPPMAYER HOUSE MAI	192.72
01-31-43-6253	TELEPHONE	53.85
01-31-43-6254	WATER AND SEWER	572.20
01-31-43-7301	CHEMICALS & CLEANING	83.42
01-31-43-7303	HORTICULTURAL SUPPLI	149.37
01-31-43-7308	WEARING APPAREL AND	49.44

Account Summary

Account Number	Account Name	Payment Amount
01-32-11-6202	TECHNICAL AND PERSO	247.40
01-32-11-6260	ADVERTISING	152.32
01-32-11-7307	GASOLINE, PROPANE &	11.60
02-61-71-9501	BUILDINGS AND IMPRO	19,129.05
02-61-71-9506	PARK AND RECREATION	31,814.34
02-61-71-9510	STREETS	29,294.50
02-61-71-9516	CAPITAL EQUIPMENT	76,198.00
05-61-71-9506	PARK DEVELOPMENT PR	157,700.09
05-61-71-9509	STORMWATER PROJECTS	9,412.55
06-14-31-6203	PROFESSIONAL SERVICE	500.00
06-14-31-6211	EQUIPMENT MAINTENA	3,612.50
06-14-31-6212	BUILDING AND GROUND	496.03
06-14-31-6250	ELECTRICITY	3,962.24
06-14-31-6254	WATER AND SEWER	625.88
06-14-31-6255	CABLE TV AND INTERNE	188.45
06-14-31-7301	CHEMICALS & CLEANING	64.72
06-14-31-7307	GASOLINE, PROPANE &	256.87
06-14-31-9503	EQUIPMENT	8,320.84
06-14-32-6211	EQUIPMENT MAINTENA	340.38
06-14-32-6212	BUILDING AND GROUND	1,925.08
06-14-32-6250	ELECTRICITY	360.97
06-14-32-6254	WATER AND SEWER	849.50
06-14-32-7303	HORTICULTURAL SUPPLI	1,355.60
06-14-32-7308	WEARING APPAREL AND	32.87
06-14-33-6250	ELECTRICITY	1,695.91
06-14-33-6254	WATER AND SEWER	170.17
06-14-33-6255	CABLE TV AND INTERNE	80.76
06-14-33-7301	CHEMICALS & CLEANING	45.60
06-14-33-8324	MERCHANDISE-GOLF BA	0.72
06-14-34-7301	CHEMICALS & CLEANING	36.80
06-14-34-8316	BEER	855.65
06-14-34-8317	COFFEE,TEA & SOFT DRI	517.56
06-1623	GOLF BAGS	753.12
11-61-93-9315	SEWER LATERAL REIMB	4,063.50
19-21-23-6212	BUILDING AND GROUND	1,917.18
19-21-23-6253	TELEPHONE	336.43
19-21-23-6254	WATER AND SEWER	307.56
19-21-23-6255	CABLE TV AND INTERNE	315.74
19-21-23-6261	EDUCATION & TRAINING	1,360.00
19-21-23-9501	BUILDINGS & IMPROVE	6,922.00
99-2809	EPAYABLES LIABILITY	5,150.10

Account Summary		
Account Number	Account Name	Payment Amount
99-2809	EPAYABLES LIABILITY	
Grand Total:		560,436.63

Project Account Summary		Payment Amount
Project Account Key		
None		313,086.10
110E		19,129.05
19701E		22,869.50
217E		9,178.50
218E		148,521.59
223E		26,814.35
224E		4,999.99
410E		2,135.00
412E		7,277.55
604E		2,225.00
608E		4,200.00
Grand Total:		560,436.63



MEMORANDUM

DATE: March 4, 2026
TO: Kris Simpson, City Administrator
FROM: Jeffrey Hartman, Chief of Police
CC:
SUBJECT: Regional CIT Task Force

RECOMMENDATION:

I recommend that the City of Creve Coeur Police Department enter into an agreement with St. Louis County to participate in a regional CIT Task Force.

PROJECT FUNDING (If Applicable):

The salary and benefits of the Task Force Officer detached for this assignment will be reimbursed by St. Louis County at 100%, through a grant administered by the Missouri Department of Public Safety. At this time, officer overtime pay is not covered by the grant, and the City will have to provide the officer with a vehicle. A fully marked, pursuit-rated vehicle is not required, so the officer will be assigned a vehicle from the admin fleet.

BACKGROUND INFORMATION:

The Creve Coeur Police Department was approached by the St. Louis County Police Department and invited to participate in a regional CIT Task Force. This task force is a collaboration between professional mental health clinicians and police agencies in St. Louis County and St. Charles County.

The Task Force Officer would identify individuals who have been involved in repeated CIT calls for service. The task force officers, along with mental health professionals, would conduct secondary follow-up with consumers, with the goal of decreasing repeated calls for service for patrol officers, creating a gain for the consumer, police departments in the region, and the community as a whole. Additional training for officers assigned to the Task Force would be provided as part of this assignment, to include Crisis Negotiation training.

CCPD's participation in this Task Force would be a great value to the City, given the large volume of mental health crisis calls that the Creve Coeur Police Department receives. Direct involvement in the Task Force would provide direct access Task Force resources. Additionally, this opportunity provides a Creve Coeur Officer with a valuable opportunity for additional training and experience.

BID SUBMITTALS (If Any):

Not applicable

PROJECT SCHEDULE (If Applicable):

Upon approval of this ordinance, the agreement would move to the St. Louis County Board of Police Commissioners and the County Executive for approval. The Police Officer selected for this assignment would be detached shortly after.

ATTACHMENTS:

PD2026-015- CIT Contract with Creve Coeur
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE CREVE COEUR POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH ST. LOUIS COUNTY FOR PARTICIPATION IN A REGIONAL CRISIS INTERVENTION TEAM (CIT) TASK FORCE.

WHEREAS, the Creve Coeur Police Department has been invited by the St. Louis County Police Department to participate in a regional Crisis Intervention Team (CIT) Task Force, a collaboration between professional mental health clinicians and police agencies in St. Louis and St. Charles Counties; and

WHEREAS, the City of Creve Coeur recognizes the significant value and benefit of participating in this Task Force, particularly given the large volume of mental health crisis calls received by the Creve Coeur Police Department; and

WHEREAS, the purpose of the Task Force is to assign a police officer to work with mental health professionals to identify and conduct secondary follow-up with individuals involved in repeated CIT calls for service, to decrease repeated calls for service for patrol officers, and provide a gain for the resident and the community; and

WHEREAS, participation in this Task Force provides a valuable opportunity for a Creve Coeur Police Officer to receive additional specialized training, including Crisis Negotiation training, and gain experience in this specialized area; and

WHEREAS, the salary and benefits of the Task Force Officer detached for this assignment will be fully reimbursed by St. Louis County at one hundred percent (100%) through a grant administered by the Missouri Department of Public Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1. The City Administrator of the City of Creve Coeur is hereby authorized to execute on behalf of the City an Agreement with St. Louis County to participate in the regional Crisis Intervention Team (CIT) Task Force. The agreement as executed shall be in the form of Exhibit 1 attached hereto with such changes as are consistent with the provisions and intent of this Ordinance and necessary to achieve the purposes hereof. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the agreement.

SECTION 2. This Ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2026.

MARK MANLIN, PRESIDENT OF CITY COUNCIL

APPROVED THIS __ DAY OF _____, 2026.

DR. ROBERT HOFFMAN, MAYOR

ATTEST:

Kellie Henke
City Clerk

**ST. LOUIS COUNTY POLICE DEPARTMENT
CRISIS INTERVENTION PROGRAM GRANT**

BY AND BETWEEN

ST. LOUIS COUNTY

AND

CITY OF CREVE COEUR, MISSOURI

THIS AGREEMENT is by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY" and the CITY OF CREVE COEUR, MISSOURI hereinafter referred to as the "CONTRACTOR":

WITNESSETH THAT:

WHEREAS, COUNTY has accepted funding from the United States Department of Justice ("Department of Justice") through the Missouri Department of Public Safety ("Department of Public Safety") acting as the pass-through entity under the 2024 State Crisis Intervention Grant Program to administer the 2024 State Crisis Intervention Grant Program ("SCIP"), 15PBJA-24-GG-02925-BSCI-09 ("**Grant**"); and

WHEREAS, consistent with the requirements under the Grant, CONTRACTOR is willing to provide a police officer assigned to the St. Louis County Crisis Intervention Team ("CIT Officer") in support of COUNTY's efforts to expand the Crisis Intervention Unit to allow for the greatest number of individuals experiencing mental health and addiction crisis to be reached and diverted out of the justice system and into the service system, thereby reducing the potential for violent crime, harm to others, or harm to police officers.

WHEREAS, Ordinance 29,508 authorizes the County Executive to execute this Agreement on behalf of County; and

WHEREAS, Ordinance _____ authorized the Contractor to execute this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants to be performed herein by the parties, it is hereby agreed:

ARTICLE I - TERM AND RENEWAL

1.1 The term of this Agreement shall commence upon execution and run through July 31, 2027. CONTRACTOR shall provide services through June 30, 2027, with the final invoice due no later than July 31, 2027.

ARTICLE II - SCOPE OF SERVICES

2.1 SERVICES.

- a) CONTRACTOR will provide 1 CIT Officer, who will report to the St. Louis County Police Department Commander of the Crisis Intervention Unit.
- b) The CIT Officer will be responsible for working alongside Compass Health, SSM, BJC, and other designated clinicians assisting individuals needing behavioral health services.
- c) The CIT Officer will be responsible for collaborating with St. Louis County and St. Charles County, with a common goal: building trust, working together and sharing resources.
- d) The CIT Officer will be responsible for attending Monday meetings to benefit both St. Louis County and St. Charles County.

ARTICLE III – COMPENSATION

3.1 **COMPENSATION.** The COUNTY shall compensate the CONTRACTOR an amount not to exceed **\$182,118.25** for services performed as outlined in Article II, Scope of Services. The CONTRACTOR shall be required to submit a monthly invoice for the previous month's services on the first business day of the following month. Invoices shall include salary, benefits, and overtime costs. Compensation for overtime costs shall not exceed \$10,000 and County shall not request OT in excess of that amount. Payments will be made within 30 days of the County approval of an invoice,. County invoice review shall be completed within 30 days of receipt.

3.2 **INVOICE DOCUMENTATION.** The CONTRACTOR may receive payment based upon eligible services provided to the COUNTY. The CONTRACTOR shall submit the invoice to the County contact under Section 6.1.

3.3 **MAINTENANCE OF RECORDS.** The CONTRACTOR agrees to keep and maintain adequate, legible, current, and complete records of services rendered under the terms of this Agreement and make available all such records to the COUNTY, or its designated representatives, for a period of five (5) calendar years following the expiration of this Agreement according to the requirements in 2 CFR Part 200, Sub part F, audit requirements. CONTRACTOR agrees that failure to comply with this provision shall be deemed a material breach of the Agreement and shall repay to COUNTY all amounts received for any services that are not accurately verified and fully documented by the CONTRACTOR'S records. Adequate verification and full documentation shall mean that the CONTRACTOR'S records are such that an orderly examination by a reasonable person is possible and can readily determine that the CONTRACTOR'S reported services were, in fact, provided; that the recipients were eligible when the services were provided; to whom the services were provided; and the extent or duration of services.

ARTICLE IV –TERMS AND CONDITIONS

4.1 **COMPLIANCE.** The CONTRACTOR and its employees shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services performed under this Agreement. CONTRACTOR shall also

comply with the COUNTY Monitoring Requirements. CONTRACTOR shall also comply with the terms and conditions contained in the Missouri Department of Public Safety Subaward Agreement, attached and incorporated herein as Exhibit 1.

4.2 CONFIDENTIALITY. The CONTRACTOR shall require that persons employed by or volunteering services to the agency maintain the confidentiality of any information that would identify individuals served by the CONTRACTOR pursuant to this Agreement, to the extent allowed by law.

4.3 ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire and final agreement between the parties hereto with respect to the subject matter. This Agreement may be modified or amended by the mutual agreement of the parties hereto; provided, however, that no such modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

4.4 NONDISCRIMINATION OF PROVISION OF SERVICES. Contractor shall not discriminate against any recipient of services because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship.

4.5 WAIVER. This Agreement is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement and any action or causes of action arising out of this Agreement. Any and all claims or causes of action arising out of this Agreement shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

4.6 VENUE. In the event any actions or proceedings are initiated with respect to this Agreement, the COUNTY and the CONTRACTOR agree that venue thereof shall be in St. Louis County, Missouri.

4.7 INDEPENDENT CONTRACTOR. The relationship of the CONTRACTOR to the COUNTY shall be that of an independent contractor and no principal/agent or employer/employee relationship is created by this Agreement.

4.8 ASSIGNMENT OF AGREEMENT. The CONTRACTOR agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement without the previous consent and written approval of the COUNTY.

4.9 HOLD HARMLESS AGREEMENT. The CONTRACTOR agrees to be responsible for any personal injury or property damage liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the CONTRACTOR or any of its officers, employees, volunteers, clients, residents, or sub-contractors in the performance of this Agreement, subject to the limits of sovereign immunity which are not waived.

ARTICLE V – GENERAL CONTRACTOR CONDITIONS

5.1 **MONITORING REQUIREMENTS.** CONTRACTOR agrees to maintain the records necessary to evaluate the effectiveness of the Grant. In addition, the CONTRACTOR shall make available all documentation or records relating to this Agreement to monitoring representatives of the COUNTY, the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. COUNTY shall provide fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe and shall maintain fiscal control, proper management, and efficient disbursement of funds received under this Agreement. COUNTY will monitor CONTRACTOR invoices to ensure that the following objectives are observed:

- a) CONTRACTOR procedures for requesting payment from COUNTY and their controls over services provide reasonable assurance that invoices reflect services performed by CONTRACTOR and the supporting documentation is submitted with the invoices.
- b) CONTRACTOR submitted invoices by the deadline set forth in this Agreement.

5.2 **DEBARMENT CERTIFICATION.** The CONTRACTOR certifies by signing the signature page of this Agreement that the CONTRACTOR is not presently disbarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in, or otherwise excluded from or ineligible for participation under federal assistance programs.

5.3 **PROFESSIONAL LIABILITY INSURANCE.** The CONTRACTOR agrees to carry the following insurance coverage during the period of this Agreement and will provide COUNTY with Certificates of Insurance for all required coverage prior to commencement of the work under this Agreement:

- a) Indemnification/ Liability Insurance: CONTRACTOR agrees to defend and indemnify the COUNTY against claims for bodily injury, death, and property damage which arises in the course of the CONTRACTOR performance of the Agreement and with respect to the degree of negligence on the part of itself, its employees, and agents, but the CONTRACTOR shall not be responsible for consequential or compensatory damages arising from the late performance or nonperformance of this Agreement caused by circumstances which are beyond the CONTRACTOR's reasonable control.
- b) Commercial General Liability (CGL): CONTRACTOR shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$2,700,000 per occurrence. CGL insurance shall be written on ISO occurrence from CG 00 01 10 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premise, operations, independent contractors' products-completed operations, personal injury and advertising injury, and liability assumed under and insured contract (including the tort liability or another assumed business contract).
- c) Professional Liability: The CONTRACTOR shall maintain in force for the duration of this Agreement

errors and omissions liability insurance appropriate to the provider's profession. Coverage as required in this Article shall apply to liability for professional error, act, or omission arising out of scope of the provider's services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$1,000,000 per occurrence. The insurance coverage under certificates shall be retroactive to the earlier of the date of this Agreement or the commencement of the CONTRACTOR's work on the project, and the CONTRACTOR shall cause the same to remain in effect for a period of two (2) years after final acceptance of the project by the company, (hereinafter referred to as the "Insurance Period").

- d) Workers Compensation Insurance: The CONTRACTOR shall provide proof of Workers' Compensation Insurance including Employer's Liability.

5.4 OTHER INSURANCE PROVISIONS

CONTRACTOR shall maintain a General Liability policy that contains, or is endorsed to contain, the following provisions:

- a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the CONTRACTOR including materials, parts, or equipment furnishes in connection with such work or operations and with respect to liability arising out of work or operations performed by the CONTRACTOR; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. The certificate of insurance shall include the following language: "Nothing in this endorsement shall serve to operate as a waiver of St. Louis County's Sovereign Immunity or broaden the liability of St. Louis County beyond the provisions of Sections 537.600 to 537.610 of the Revised Statutes of Missouri" in the description of operations section. "
- b) For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
- c) Each insurance policy required by these specifications shall be endorsed to state that coverage shall be cancelled or materially changed, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the COUNTY.
- d) Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement by the CONTRACTOR.
- e) Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either:
 - a. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers, or
 - b. The CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administrations, and defense

expenses.

- f) CONTRACTOR shall provide COUNTY with notice of policy cancellation, termination, or modification of any kind within thirty (30) calendar days of the change.

ARTICLE VI- NOTICES

6.1 Any written notice required under this Agreement shall be sent either via email or USMail to the following points of contact:. Notices shall be sent to:

- (1) Sarah Halgren, Financial Analyst
St. Louis County Police Department
7900 Forsyth Blvd
Clayton, MO 63105
Shalgren@stlouiscountymo.gov
- (2) Commander of Professional Standards
Creve Coeur Police Department
350 N. New Ballas Rd
Creve Coeur MO 63141
dherich@crevecoeurmo.gov

ARTICLE VII – TERMINATION

7.1 **TERMINATION.** Termination of this Agreement may occur, with or without cause, prior to the date agreed upon by the parties herein in the following manner:

- A. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party.
- B. Termination for Non-performance. In the event the COUNTY determines that CONTRACTOR has failed to perform services in compliance with the requirements of this Agreement, COUNTY shall provide written notice to CONTRACTOR. Such notice shall identify the deficiency in performance and provide the CONTRACTOR 15 days to cure such deficiency. If CONTRACTOR fails to cure the deficiency within the timeframe prescribed, COUNTY may terminate the Agreement upon written notice to the CONTRACTOR.

- C. CONTRACTOR shall submit a final invoice for services rendered through the receipt of notice of termination.

CONTRACT SIGNATURE PAGES FOLLOW

WHEREFORE, the authorized officials of the parties have affixed their signatures effective as of the later of the dates below written.

CITY OF CREVE COEUR, MISSOURI

Name : Kristoffer Simpson

Title: City Administrator

Date: _____

ST. LOUIS COUNTY, MISSOURI

County Executive

Date: _____

Attest:

Administrative Director

Approved:

Chair, Board of Police Commissioners

Approved:

Chief of Police

APPROVED AS TO LEGAL FORM:

By _____
County Counselor

I hereby certify that balances sufficient to pay the Agreement sum remain in appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay the Agreement sum.

By _____
Accounting Officer, St. Louis County

Legal Review: _____

Encumbrance Review: _____

CE Review: _____



APPLICATION TO PLANNING AND ZONING COMMISSION
#26-004: A CONDITIONAL USE PERMIT FOR A RESIDENTIAL
REMODELERS USE FOR PJP CONSTRUCTION GROUP LOCATED AT
1067 NORTH WARSON ROAD, BUILDING A

FOR THE MEETING OF: Monday, March 16, 2026

LOCATION: 1067 North Warson Road, in the LI (Light Industrial)
District

REQUEST: Mark Miller, of PJP Construction Group, Inc., has submitted a conditional use permit application for a 9,318 square foot space addressed as 1067 N. Warson Road within Building A of the North Warson Business Center development for Residential Remodelers, NAICS 236118. The 17-acre lot is currently zoned "LI"-Light Industrial Zoning District. The request is to house PJP Construction Group, Inc's offices and internal storage of materials for the applicant's use. No exterior changes are proposed.

ADDITIONAL INFORMATION: Under Section 405.380, Table A of the Zoning Code, NAICS 236118 requires the issuance of a conditional use permit in the "LI" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the requirements for a conditional use permit?

Creve Coeur 2030 Comprehensive Plan
References

- Mixed-Use Innovation Campus District

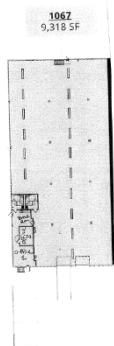
Zoning Code References

- Section 405.380: LI-Light Industrial District
- Section 405.470: Conditional Uses

APPLICANT: Mark Miller
PJP Construction Group, LLC
6970 Olive Boulevard
St. Louis, MO 63130

PROPERTY OWNER: John Wright
NWarson, LLC c/o Gershman
150 N. Meramec Ave, Ste 500
St. Louis, MO 63105

Floor Plan



REPORT PREPARED BY: Bethany L. Moore, City Planner
DATE: 3/9/2026
ATTACHMENTS: Applicant's Materials
Draft Ordinance

BACKGROUND AND ZONING HISTORY

The applicant has applied for a Conditional Use Permit for a 9,318 square foot storage space to use for offices and general storage for their residential remodeling business. The subject property is part of a four-building complex known as the North Warson Business Center which was developed in the 1970s in St. Louis County before becoming incorporated into Creve Coeur in the 1990s. PJP Construction Group specializes in custom home renovations, additions, and new construction. The proposed use at this location will consist of administrative office space, limited indoor storage space, and daily dispatch of crews to offsite job locations. The applicant will have 2 employees at this location within the hours of 7:30 AM to 3:30 PM Monday-Friday. The space will not be modified on the exterior to accommodate the request. No vehicles will be parked or equipment stored outside the building. NAICS 236118, Residential Remodelers is a Conditional Use in the “LI” Light Industrial district requiring approval from the City Council with a recommendation from the Planning and Zoning Commission.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Industrial	“LI” Light Industrial	N/A
South	Residential	“AR” Attached Single-Family Residential	N/A
East	City of Olivette	Mixed Use	N. Warson Road
West	Industrial	“LI” Light Industrial	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District (MUIC) located on the east end of Olive Boulevard. The Comprehensive Plan recommends that a variety of active, office and residential uses be allowed and encouraged with side and rear lot parking. The MUIC is intended for the development of specialized office, laboratory, institutional, and research buildings for high-tech and biotech industries, supported by vibrant, ground floor mixed-use development, multi-family housing, and other community amenities. The focus of the MUIC is to develop the SLEDP 39 North plant science and agricultural technology district while acknowledging the continuing presence of light industrial uses. The property was developed in St. Louis County prior to incorporation into the City of Creve Coeur and has remained largely unchanged since. Since the proposed use will only be taking up a portion of the existing building and making no exterior or interior changes, this use is compatible in terms of the Comprehensive Plan guidelines. Therefore, the proposed use would satisfy the goals and objectives of the Comprehensive Plan as much as such a use could.



Figure 1: Site Plan.

Floor Plan

1062
9,318 SF

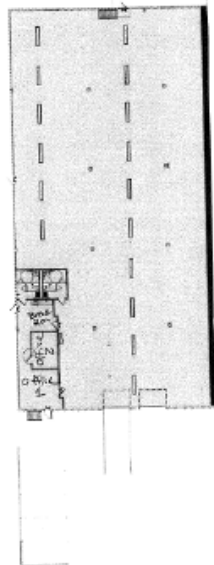


Figure 2: Proposed Floor Plan.

ZONING REVIEW

As the proposed use is utilizing an existing space within a multi-tenant building and will not be making any changes to the exterior of the building or site, Staff does not have any concerns with this use or the condition of the property.

Parking:

There are 205 total parking spaces on site that are shared between the four industrial buildings on the lot. NAICS 236118, Residential Remodelers, requires parking to be determined based on the square footage of the use. The total square footage of the tenant space is 9,318 square feet. Section 405.820, Required Off-Street Parking Spaces, requires that 1 parking space be provided per 500 square feet which would require this use to have 19 parking spaces available for this type of use. This is far beyond what this applicant would use. Given that there are 205 parking spaces on site and only 2 employees at the space consistently during the hours provided, staff is not concerned with the amount of parking provided on site and is satisfied that the parking requirements of Section 405.820 have been met.

Landscaping:

Due to the fact that the subject property was developed under St. Louis County standards before it was incorporated into the City of Creve Coeur, there are some non-conformities on the site. Given that no construction will be taking place that will result in any interior or exterior changes and the fact that the use will be fairly passive, staff is not requiring the installation of any additional landscaping as part of this Conditional Use Permit.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit appears to meet the requirements of the Zoning Ordinance and goals of the Comprehensive Plan. If approved by the Planning and Zoning Commission, Staff recommends the following conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a 9,318 square foot tenant space for a residential remodeling contractor, NAICS 236118, located at 1067 North Warson Road.
2. The hours of operation shall be: 7:30 a.m. to 3:30 p.m. Monday through Friday.
3. Additional business hours may be permitted with the Zoning Administrator's approval.
4. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
5. The applicant shall obtain all required building permits and occupancy inspections with the City of Creve Coeur Building Division prior to occupancy.
6. Any future enlargement, extension, expansion or exterior alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or exterior alteration may be issued.
7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
8. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed

by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

MOTION

If the Commission wishes to vote on a recommendation to the City Council based on the current proposal, the following would be an appropriate motion:

“I move to recommend approval of the conditional use permit for PJP Construction according to the draft ordinance attached to the staff report on Application #26-004, for the meeting of March 16, 2026.” (Conditions in the draft ordinance may be added, eliminated, or modified by preceding motion)

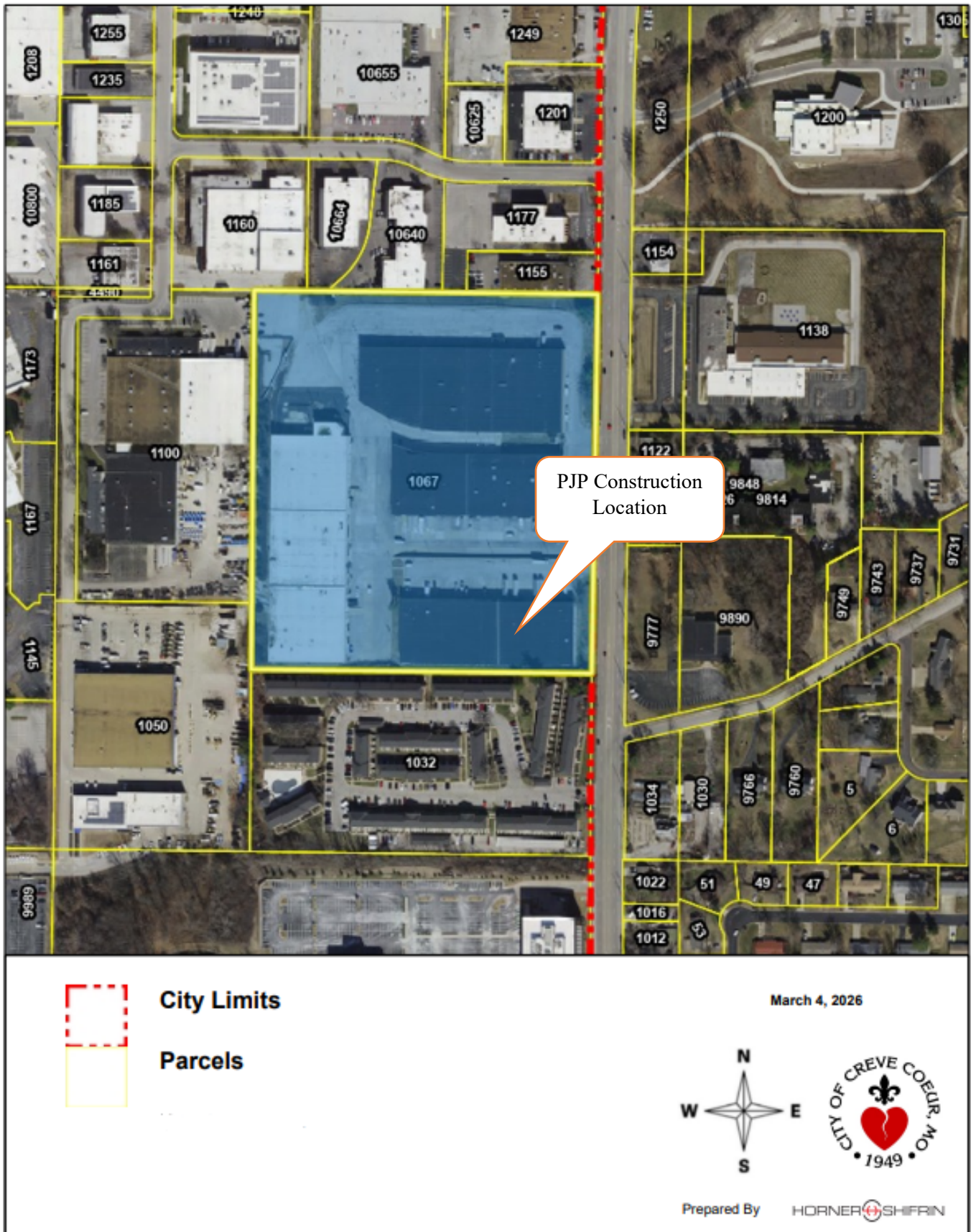
APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR PJP CONSTRUCTION AT 1067 N. WARSON ROAD WITHIN THE NORTH WARSON BUSINESS CENTER, ZONED LI-LIGHT INDUSTRIAL DISTRICT.

WHEREAS, under Section 405.380(C), NAICS 236118, Residential Remodelers in the “LI” Light Industrial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Mark Miller, of PJP Construction Group, Inc, submitted an application for a new conditional use permit for a 9,318 square foot warehouse and office space, at 1067 N. Warson Road, Building A, within the North Warson Business Center; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, March 16, 2026, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on March 16, 2026; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Complies with all applicable provisions of this Zoning Ordinance Chapter 405 including but not limited to environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
2. Will contribute to and promote the welfare and convenience of the community at the specific location.
3. Will not cause substantial injury to the value of neighboring property.

4. Is consistent with the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans, unless good cause is demonstrated for deviation there from.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on pedestrian or vehicular traffic or on community facilities or services, including but not limited to emergency services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of PJP Construction at 1067 N. Warson Road, Creve Coeur, MO, 63141, within the North Warson Business Center, zoned LI-Light Industrial District, whose legal description is as follows:

A tract of land being part of Section 36, Township 46 North - Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as follows: Beginning at the Northwest corner of property conveyed to Warson Village Apartments Associates, L.L.C. as described in the deed recorded in Book 10552, Page 1310 of the St. Louis County records; thence North 00 degrees 44 minutes 25 seconds East 904.30 feet to a point on the South line of the "Resubdivision of Sections 2, 3, and 4 of Lindbergh Warson Industrial Center Addition 1", a subdivision according to the plat thereof recorded in Plat Book 100, Page 52 of the St. Louis County records; thence Eastwardly along said South line South 89 degrees 16 minutes 51 seconds East 830.00 feet to a point on the West line of Warson Road, 80 foot wide; thence Southwardly along said West line South 00 degrees 47 minutes 00 seconds West 905.03 feet to a point on the North line of aforesaid Warson Village Apartments Associates, L.L.C. property; thence Westwardly along said North line North 89 degrees 13 minutes 50 seconds West 829.32 feet to the point of beginning.

SECTION 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of a 9,318 square foot tenant space for a residential remodeling contractor, NAICS 236118, located at 1067 North Warson Road.
2. The hours of operation shall be: 7:30 a.m. to 3:30 p.m. Monday through Friday.
3. Additional business hours may be permitted with the Zoning Administrator's approval.
4. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
5. The applicant shall obtain all required building permits and occupancy inspections with the City of Creve Coeur Building Division prior to occupancy.
6. Any future enlargement, extension, expansion or exterior alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or exterior alteration may be issued.
7. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
8. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
9. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. 6212

ORDINANCE NO. _____

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2026.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2026.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK



city
of

CREVE COEUR

PLANNING DIVISION

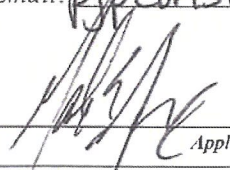
File # _____

300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
MARK MILLER Name	 Name
PJP Construction Group, Inc. Company (If Applicable)	 Company (If Applicable)
6970 Olive Blvd. Address	 Address
St. Louis, MO 63130 Address	 Address
Telephone # (314) 280-2757 Telephone #	 Telephone #
Fax # N/A Fax #	 Fax #
Email: pjpconstructiongroup@gmail.com Email	 Email
 Applicant's Signature	 Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
1067 N. Warson Rd. Address	John Wright Name
Creve Coeur, MO 63132 Address	N. Warson LLC db Gershman Company (If Applicable)
North Warson Industrial Center Development Name (if any)	150 N. Meramec Ave Ste 500 Address
LI Current Zoning	Saint Louis, MO 63105 Address
unknown Prior CUP Approvals (if known)	Telephone # (314) 746-1447 Telephone #
	Fax # N/A Fax #
	Email: jwright@gershmancre.com Email
	 Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: We specialize in custom home renovations, additions, and new construction.

Gross Floor Area – Existing and Proposed: 9318 sqft

Number of Seats (for restaurant only): N/A

Number of Employees at the busiest shift: 2

Hours of Operation: 7³⁰A - 3³⁰P M-F

Current or Most Recent Use of the Property: Available for use

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

☐ Rationale	☐ Building elevations for new construction
☐ Site plan	☐ Photographs of existing structures
☐ Access and parking plan; (may be shown on site plan)	☐ Materials samples
☐ Landscape plan	☐ Legal Description in Word format
☐ Floor plan	☐ Fees: \$250 (non-refundable)
☐ Electronic copies of all materials	☐ \$2000 (refundable deposit)
	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday, _____, 20 .

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

_____ All Sections Complete

_____ All Documents, incl. e-Copies

_____ Fees Paid

Received By: _____

Date: _____

Revised: 7/22

Rationale for:

1067 N. Warson Rd.

Creve Coeur, MO 63132

PJP Construction Group is a professional construction contracting company that provides services throughout the area. The proposed use at this location will consist primarily of administrative office operations, limited storage space, and daily dispatch of crews to off-site job locations. Importantly, this is not a retail operation, not a manufacturing facility, and not a heavy industrial use. The site will function primarily as a base of operations for office staff and crew coordination.

1. Consistency with Zoning & City Planning Objectives

PJP Construction Group's proposed use aligns with the intent of commercial/light industrial zoning districts within Creve Coeur. Contractor offices and associated equipment staging are commonly conditionally permitted in these districts because:

- We provide professional services to the community.
- We generate employment opportunities.
- We operate during standard business hours.
- We do **not** involve heavy manufacturing or industrial processing.

Our business will function primarily as:

- An administrative office
- A dispatch location for crews traveling to off-site job locations
- Limited storage

There will be no retail storefront activity, no on-site fabrication, and no industrial processing.

2. Limited and Predictable Hours Reduce Impact

A major compatibility factor is PJP Construction Group's limited hours of operation:

7:30 AM – 3:30 PM, Monday through Friday

There are:

- No evening hours
- No weekend operations
- No overnight activity
- No late-night dispatch or truck traffic

Because operations conclude mid-afternoon:

- Traffic does not extend into evening peak congestion periods
- Noise-sensitive evening hours are avoided
- Weekend community impacts are eliminated

These limited weekday hours significantly reduce potential land-use conflicts compared to many permitted commercial or industrial operations that operate extended hours.

3. Traffic and Circulation Impacts Are Minimal

Traffic associated with the business will be modest and concentrated during short morning and mid-afternoon windows.

Typical daily pattern:

- Two (2) employees arrive before 7:30 AM
- Some, if any, vehicles return near closing at 3:30 PM

There is:

- No customer traffic
- No continuous delivery flow
- No retail visits
- No public walk-in activity

North Warson Road is designed to accommodate commercial traffic, and the use will not overburden infrastructure or create unsafe circulation patterns.

4. Noise & Operational Characteristics

The business does **not** involve:

- Manufacturing
- Heavy machinery operation
- Outdoor fabrication
- Industrial processing

Equipment stored on site will be dispatched to job locations for use off-site. Any minor loading activity will occur during daytime hours only.

The limited operational window (7:30 AM – 3:30 PM) ensures compliance with municipal noise expectations and prevents disturbance during evening or weekend hours.

5. Compatibility with Surrounding Properties

The surrounding corridor includes office and service-commercial uses that are similar in intensity and character.

PJP Construction Group:

- Maintains professional business operations
- Operates in a controlled and orderly manner
- Does not create visual blight or high-volume public activity
- Will comply with all site maintenance, parking, and screening requirements

The use is consistent with the existing business environment along North Warson Road.

6. Public Benefit & Economic Contribution

Approval of this Conditional Use Permit will provide clear community benefits:

- Retention and creation of local jobs
- Support for regional construction and improvement projects
- Contribution to the City's commercial tax base
- Productive utilization of an appropriately zoned property

Construction contractors are essential service providers that support residential, commercial, and public infrastructure development throughout the region.

7. Findings Supporting Approval

The Conditional Use Permit should be approved because:

1. The proposed use is consistent with the zoning district intent.
2. The location along North Warson Road is appropriate for a contractor's office and dispatch facility.
3. Hours of operation (7:30 AM – 3:30 PM, Monday–Friday) significantly mitigate impacts.
4. Traffic generation is modest and predictable.
5. The use will not be detrimental to public health, safety, or welfare.
6. The project contributes positively to the local economy of Creve Coeur.

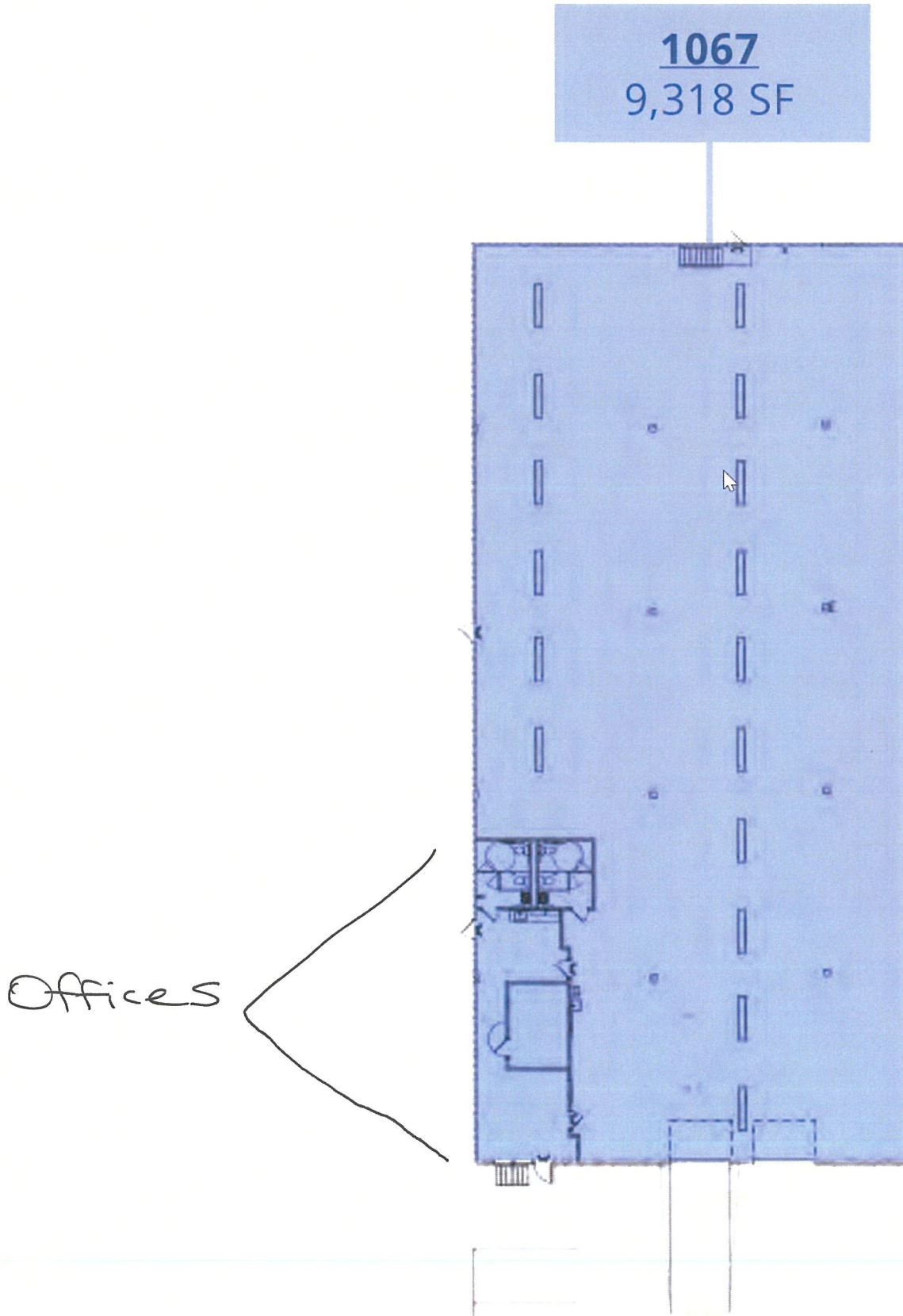
Conclusion Statement

Based on the operational characteristics, limited weekday hours, compatibility with surrounding uses, and minimal traffic and noise impacts, PJP Construction Group's relocation to 1067 N. Warson Road represents a reasonable, appropriate, and beneficial use of the property.

For these reasons, we respectfully request the approval of the Conditional Use Permit. Please do not hesitate to contact me for further questions or concerns.

EXHIBIT A

PREMISES DEPICTION



Rationale for:

1067 N. Warson Rd.

Creve Coeur, MO 63132

PJP Construction Group is a professional construction contracting company that provides services throughout the area. The proposed use at this location will consist primarily of administrative office operations, limited storage space, and daily dispatch of crews to off-site job locations. Importantly, this is not a retail operation, not a manufacturing facility, and not a heavy industrial use. The site will function primarily as a base of operations for office staff and crew coordination.

1. Consistency with Zoning & City Planning Objectives

PJP Construction Group's proposed use aligns with the intent of commercial/light industrial zoning districts within Creve Coeur. Contractor offices and associated equipment staging are commonly conditionally permitted in these districts because:

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- We operate during standard business hours.
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Traffic associated with the business will be modest and concentrated during short morning and mid-afternoon windows.

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There is:

- No customer traffic
- No continuous delivery flow
- No retail visits
- No public walk-in activity

North Warson Road is designed to accommodate commercial traffic, and the use will not overburden infrastructure or create unsafe circulation patterns.

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The business does **not** involve:

- Manufacturing
- Heavy machinery operation
- Outdoor fabrication
- Industrial processing

Equipment stored on site will be dispatched to job locations for use off-site. Any minor loading activity will occur during daytime hours only.

The limited operational window (7:30 AM – 3:30 PM) ensures compliance with municipal noise expectations and prevents disturbance during evening or weekend hours.

5. Compatibility with Surrounding Properties

The surrounding corridor includes office and service-commercial uses that are similar in intensity and character.

PJP Construction Group:

- Maintains professional business operations
- Operates in a controlled and orderly manner
- Does not create visual blight or high-volume public activity
- Will comply with all site maintenance, parking, and screening requirements

The use is consistent with the existing business environment along North Warson Road.

6. Public Benefit & Economic Contribution

Approval of this Conditional Use Permit will provide clear community benefits:

- Retention and creation of local jobs
- Support for regional construction and improvement projects
- Contribution to the City's commercial tax base
- Productive utilization of an appropriately zoned property

Construction contractors are essential service providers that support residential, commercial, and public infrastructure development throughout the region.

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The Conditional Use Permit should be approved because:

1. The proposed use is consistent with the zoning district intent.
2. The location along North Warson Road is appropriate for a contractor's office and dispatch facility.
3. Hours of operation (7:30 AM – 3:30 PM, Monday–Friday) significantly mitigate impacts.
4. Traffic generation is modest and predictable.
5. The use will not be detrimental to public health, safety, or welfare.
6. The project contributes positively to the local economy of Creve Coeur.

Conclusion Statement

Based on the operational characteristics, limited weekday hours, compatibility with surrounding uses, and minimal traffic and noise impacts, PJP Construction Group's relocation to 1067 N. Warson Road represents a reasonable, appropriate, and beneficial use of the property.

For these reasons, we respectfully request the approval of the Conditional Use Permit. Please do not hesitate to contact me for further questions or concerns.

ITEMS CORRESPONDING TO SCHEDULE B-II

- 9 Easement granted to Union Electric Company, according to instrument recorded in Book 8303, Page 805. This item is shown hereon.
- 10 Easement granted to Union Electric Company, according to instrument recorded in Book 3608, Page 517 and Book 5110, Page 120. This item is shown hereon.
- 11 Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 5644, Page 108. This item is shown hereon.
- 12 An easement disclosed by an instrument recorded in Book 6334, Page 2085. In favor of: Laclede Gas Company. That portion beneath building was released by Partial Release of Easement recorded in Book 13757, Page 2063. This item is shown hereon.
- 13 An easement disclosed by an instrument recorded in Book 6342, Page 1643. In favor of: The Metropolitan St. Louis Sewer District. Said Easement was partially vacated by Ordinance No. 9397 recorded in Book 10407, Page 1189. This item is shown hereon in part; however, the vacation description per Ordinance No. 9397 refers to a description in B.7964 P.315, and has not been shown.
- 14 Notice of Encroachment upon the Storm Sewer Easement recorded in Book 6342, Page 1643 and reported next above. License for the said encroachment and an Indemnity Agreement recorded in Book 6881, Page 2073. This item is shown hereon.
- 15 Rail Easement to Industrial Properties, Inc., according to instrument recorded in Book 6364, Page 1461. This item is shown hereon.
- 16 Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 6626, Page 1133. This item is shown hereon.
- 17 Easement granted to Union Electric Company, according to instrument recorded in Book 13757, Page 2053 and Book 21889, Page 366. This item is shown hereon.
- 18 Easement granted to Southwestern Bell Telephone Company, according to instrument recorded in Book 20602, Page 4934 and Book 21131, Page 517. This item is shown hereon.

LEGEND OF SYMBOLS & ABBREVIATIONS

- Monument As Noted
Chiseled Cross
Bollard or Gate Post
Power Pole
Guy Wire
Electrical Pedestal
Electrical Transformer
Electrical Metering
Air Conditioner
Light Standard
Yard Light
Sign
Handicap Parking
Handicap Parking (Sign Only)
Fire Hydrant
Yard Hydrant
Water Meter
Water Valve
Pet Waste Container
Irrigation Control
Grate Inlet
Storm Vault
Gas Meter
Gas Valve
Manhole
Clean Out
Communications Vault
Communications Pedestal
Television Accessory
Traffic Box
- N. North
S. South
E. East
W. West
. Degrees
,, Feet or Minutes
Inches or Seconds
V.O. Vacation Ordinance
Calc. Calculated
Rec. Record
Inst. Instrument
No. Number
G.L. Grass & Landscape
R/W Right of Way
Qtr. Quarter
Sec. Section
T. Township
R. Range
B. Book
P. Page
① Shown Exception
--- Right of Way Line
--- Property Line
--- Easement
--- Setback
----- Overhead
+ Fence
-OE- Overhead Electric
-UE- Underground Electric
-W- Water
-SM- Storm
-G- Gas
-S- Sewer
-C- Communications

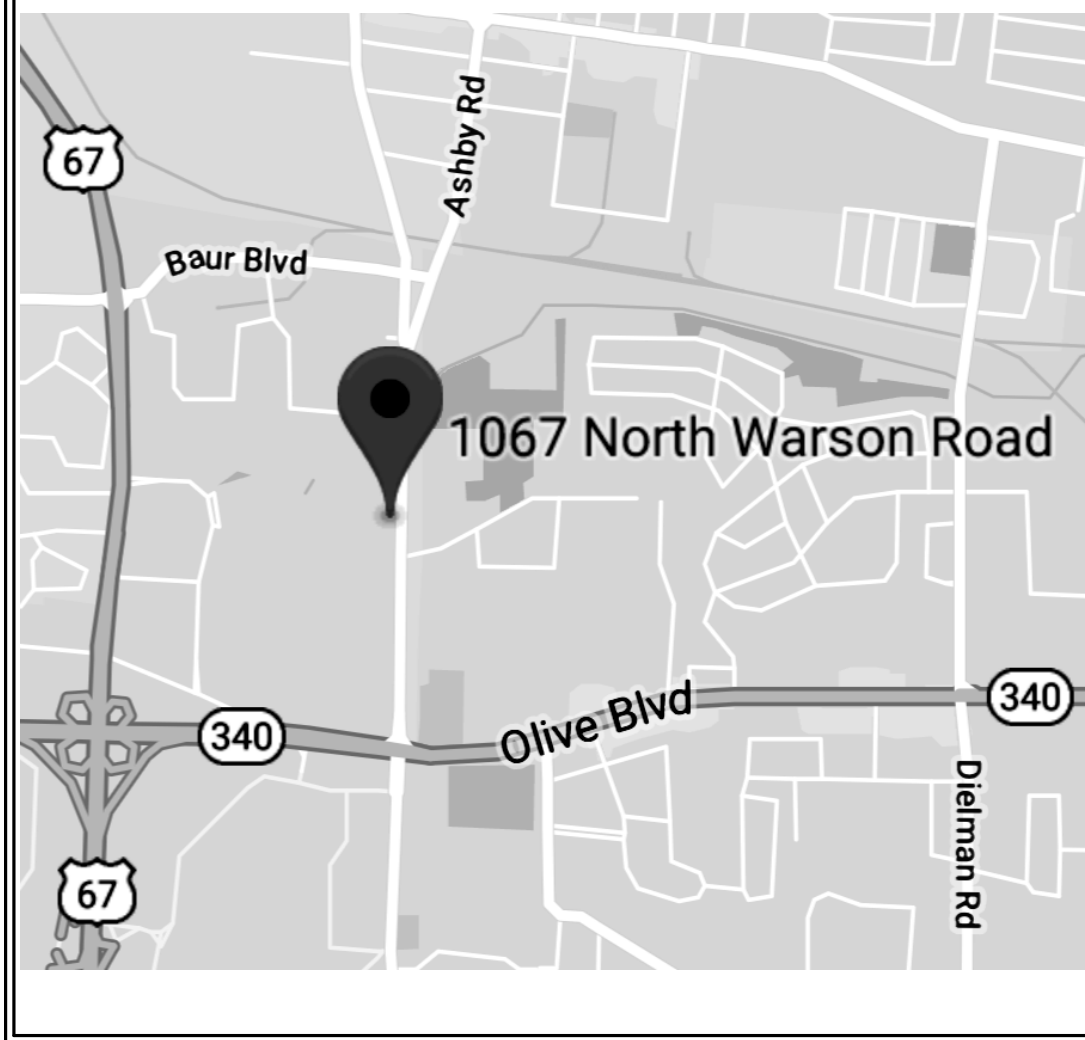
FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE(S) X OF THE FLOOD INSURANCE RATE (FIRM), MAP No. 29188C0192X, WHICH BEARS AN EFFECTIVE DATE OF 02/04/2015 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, BY CONTACT DATED 11/13/2018 TO THE NATIONAL FLOOD INSURANCE PROGRAM <http://www.fema.gov/> WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE AND/OR ENGINEERING (FLOOD), STUDY MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ZONING INFORMATION

Information not yet provided to surveyor per Table A item 6(a).

VICINITY MAP - NOT TO SCALE



MISCELLANEOUS NOTES

- MN1 Some features on this plat may be shown out of scale for clarity.
- MN2 Dimensions on this plat are expressed in feet and decimal parts thereof unless otherwise noted. Bearings are referred to an assumed meridian and are used to denote angles only. Monuments were found at points where indicated.
- MN3 The basis of bearings for this survey is S.0°47'0"W., which is the assumed bearing of the W. line of Warson Road, as shown hereon.
- MN4 At the time of the ALTA Survey, the subject property accessed the public right of way via 2-driveways along Warson Road, as shown hereon.
- MN5 At the time of the ALTA Survey, there was no evidence of cemeteries or burial grounds on site.
- MN6 At the time of the ALTA Survey, the subject property contained a gross land area of 17.2306-Acres, or 750563-Square Feet, (more-or-less), pursuant to Table A item 4.
- MN7 At the time of the ALTA Survey, striped parking was as follows: 196-Regular Spaces, 9-Accessible Spaces, 205-Total Spaces, as shown hereon pursuant to Table A item 9.
- MN8 At the time of the ALTA Survey, there were no division or party walls designated by the client with respect to adjoining properties pursuant to Table A item 10a.
- MN9 At the time of the ALTA Survey, the distance to the nearest intersecting street, Grandview Drive, was 158', as shown hereon pursuant to Table A item 14.
- MN10 At the time of the ALTA Survey, there was no observable evidence of recent earth moving work, building construction, or building additions pursuant to Table A item 16.
- MN11 At the time of the ALTA Survey, there were no known proposed changes in street right-of-way lines available from the controlling jurisdiction and no evidence of recent sidewalk construction or repairs pursuant to Table A item 17.
- MN12 At the time of the ALTA Survey, the surveyor was not provided with information to make wetland determinations, and no wetlands markers were observed at the site, pursuant to Table A item 18.

UTILITY NOTES

- UN1 The location of Utilities shown hereon are from observed evidence of above ground appurtenances. The surveyor was not provided with surface markings or underground plans to determine the location of any subterranean uses.
- UN2 From observed above ground appurtenances only as shown hereon, electric, gas, storm drainage and water lines and/or service is available for the surveyed property within utility easements near and along the property's perimeter.
- UN3 Before digging in this area, call the Missouri One Call System at 1-800-DIG-RITE for field locations (request for ground markings) of underground utility lines.

LEGAL

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RECORD DESCRIPTION

A TRACT OF LAND BEING PART OF SECTION 36, TOWNSHIP 46 NORTH -- RANGE 5 EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO WARSON VILLAGE APARTMENTS ASSOCIATES, L.L.C. AS DESCRIBED IN THE DEED RECORDED IN BOOK 10552, PAGE 1310 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 00 DEGREES 44 MINUTES 25 SECONDS EAST 904.30 FEET TO A POINT ON THE SOUTH LINE OF THE "RESUBDIVISION OF SECTIONS 2, 3, AND 4 OF LINDBERGH WARSON INDUSTRIAL CENTER ADDITION 1", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 52 OF THE ST. LOUIS COUNTY RECORDS; THENCE EASTWARDLY ALONG SAID SOUTH LINE SOUTH 89 DEGREES 16 MINUTES 51 SECONDS EAST 830.00 FEET TO A POINT ON THE WEST LINE OF WARSON ROAD, 80 FOOT WIDE; THENCE SOUTHWARDLY ALONG SAID WEST LINE SOUTH 00 DEGREES 47 MINUTES 00 SECONDS WEST 905.03 FEET TO A POINT ON THE NORTH LINE OF AFORESAID WARSON VILLAGE APARTMENTS ASSOCIATES, L.L.C. PROPERTY; THENCE WESTWARDLY ALONG SAID NORTH LINE NORTH 89 DEGREES 13 MINUTES 50 SECONDS WEST 829.32 FEET TO THE POINT OF BEGINNING.
THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY First American Title Insurance Company, Commitment/File No: NCS-930545-CH12, DATED October 4, 2018, at 8:00 AM.

ALTA/NSPS LAND TITLE SURVEY

TriGate St. Louis

B&C Project No. 201805103-001
1067-1151 Warson, Bldgs A - D, St. Louis, MO

Based upon Title Commitment/File No: NCS-930545-CH12
of First American Title Insurance Company
bearing an effective date of October 4, 2018, at 8:00 AM

Surveyor's Certification

To: TPP 218 North Warson, LLC, a Delaware limited liability company; Crossfirst Bank, a Kansas corporation; First American Title Insurance Company; and Bock & Clark Corporation.

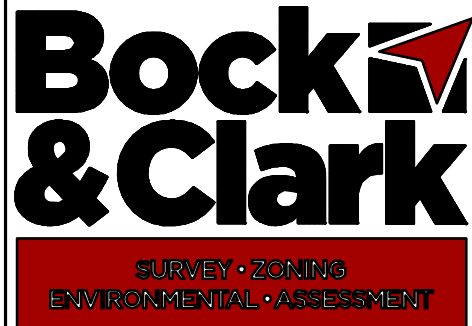
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b, 7c, 8, 9, 10a, 13, 14, 16, 17, 18, and 20 of Table A thereof. The field work was completed on November 14, 2018.



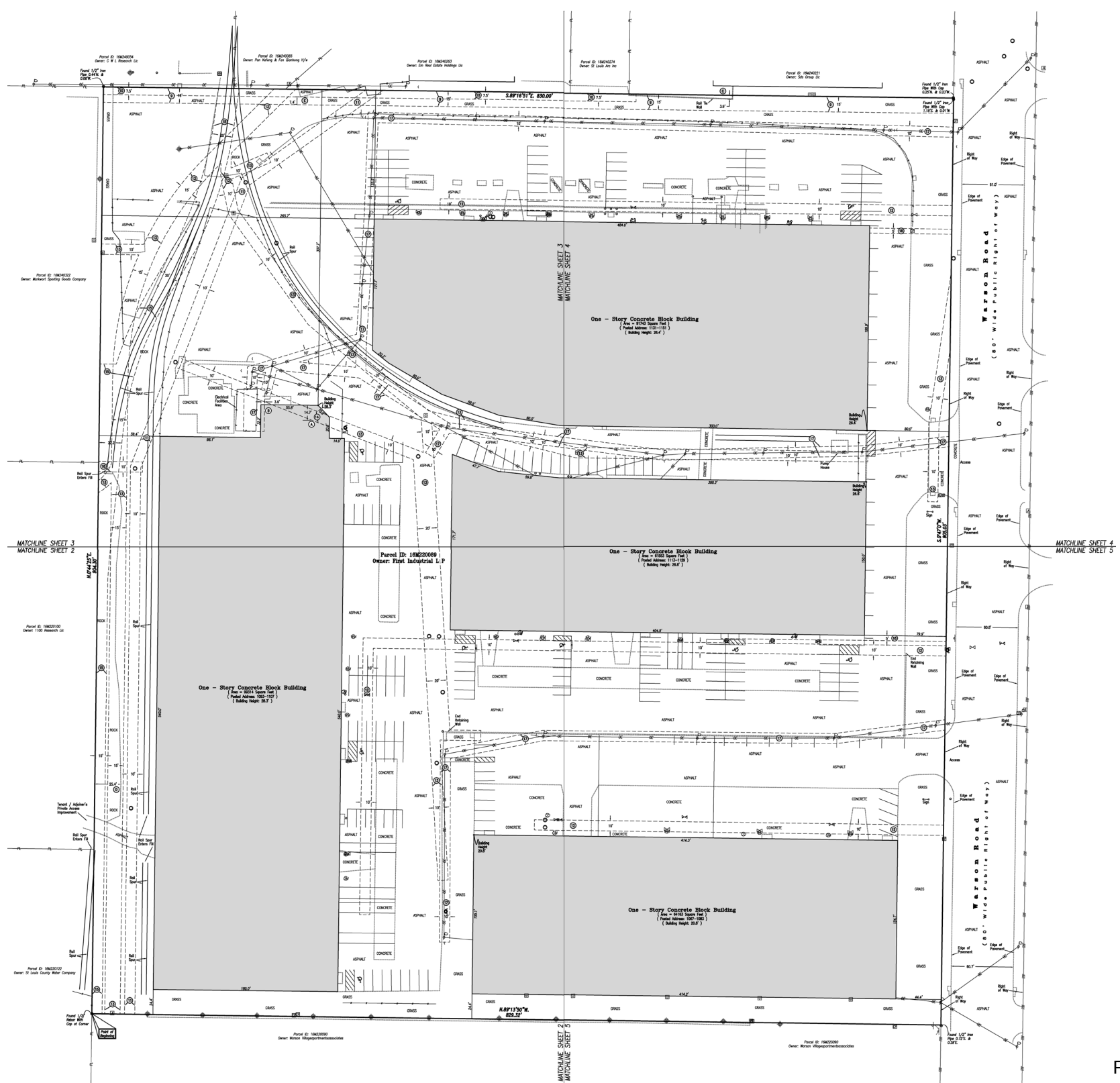
Zachary Winters
Registration No.: 2006016646
In the State of Missouri
Fieldwork Completed: November 14, 2018
Date of Last Revision: November 20, 2018 (#2)
Date Printed: November 20, 2018 (#2)
Bock & Clark NSN Project No.: 201805103-001

Survey Performed By:
Civen, Inc.
212 1/2 W. 5th St.
Ste. 209
Joplin, MO 64801
Phone: (877) 982-4836
Fax: (877) 982-4836
Email: zach.winters@civen.com
COA: 2007015029

Sheet 1 of 5



National Coordinators
1-(800)-SURVEYS (787-8397)
Bock & Clark Corporation
3550 W. Market Street, Suite 200,
Akron, Ohio 44333
maywehelpyou@bockandclark.com
www.bockandclark.com





PARKING PLAN
1" = 40'-0"

17,685 sf

18,635 sf

27,823 sf

BLDG A

1 2 3 4 5 6 7 8 9 10 11 12 13 14

81 work B
1085

6 work B
1067

6 work B
1113

6 work B
1117

6 work B
1121

6 work B
1121

6 work B
1121

noted as 1121

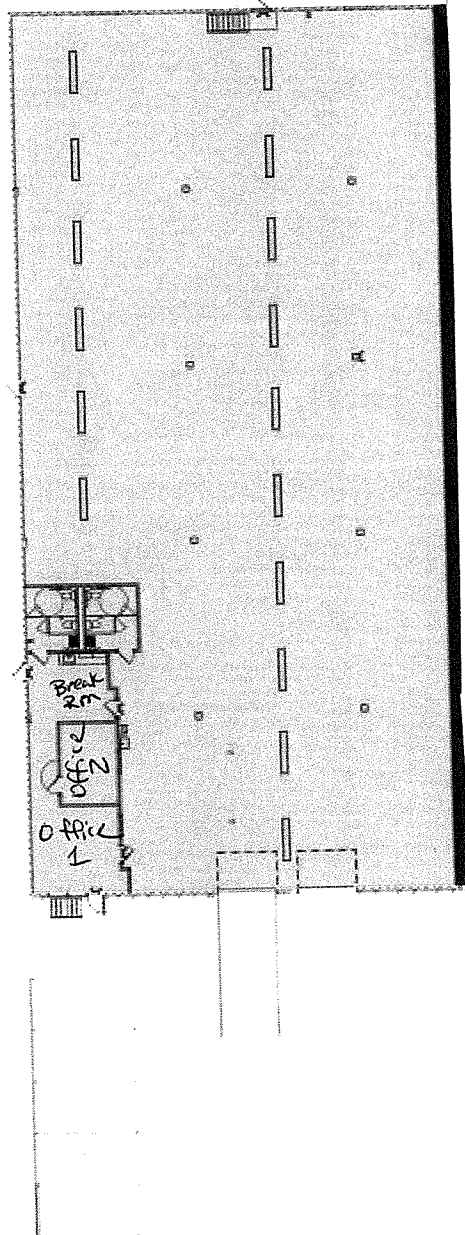
EXISTING RETAINING WALL

2 3 4 5 6 7 8 9 10 11 12 13 14

WARSC

Floor Plan

1067
9,318 SF





MEMORANDUM

DATE: March 16, 2026
TO: City Administrator Kris Simpson and Mayor & City Council
FROM: Finance Director Lori Obermoeller
CC: Assistant City Administrator Sharon Stott
SUBJECT: Changes to Personnel Policy & Procedures to Address New Federal Tax Deductions for Qualified Overtime Pay & Impact on Compensatory Time

RECOMMENDATION:

Approve the ordinance that changes the Personnel Policy & Procedures Manual to address the new federal tax deduction for qualified overtime pay and impact on compensatory time.

BACKGROUND INFORMATION:

The Federal Income Tax Code was recently revised to allow a deduction for qualified overtime pay. To qualify for the deduction, the overtime must be based on actual hours worked.

The City is more generous with overtime, for example counting paid leave as hours worked for purposes of overtime eligibility. Accordingly, the City will be tracking qualified and unqualified overtime pay. The unqualified overtime pay is expected to vastly exceed the qualified overtime pay.

However, the City cannot efficiently and effectively track separate banks of compensatory time if substituted for either qualified or unqualified overtime pay.

The proposed amendments to Section 8 and 10 of the Personnel Policy and Procedures Manual will limit the availability of compensatory time only to substitute for unqualified overtime. By taking this approach the City will be able to preserve a popular benefit, as overtime pay will largely be unqualified. Taking the opposite approach would effectively eliminate the compensatory time benefit.

In addition to this substantive change, there are various minor grammatical changes to the sections.

If approved the changes would be retroactive to January 1, 2026.

ATTACHMENTS:

Ordinance #

AN ORDINANCE AMENDING THE PERSONNEL POLICY AND PROCEDURES MANUAL OF THE CITY OF CREVE COEUR AND AMENDING RELATED ORDINANCE.

WHEREAS, the City has in effect a Personnel Policy and Procedures Manual, and

WHEREAS, changes in law and/or circumstances require updates to that Manual, in this case specifically the impacts of the new federal tax deduction for overtime pay on the availability of compensatory time;

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The Personnel Procedures Manual dated September 24, 2025, is hereby amended and shall incorporate revisions to sections 8 and 10 to read as set forth in Exhibit A hereto and Section 130.010.A of the Code of Ordinances shall be amended to read as follows:

A. The Personnel Procedures Manual, as previously adopted and amended, is hereby further amended and restated by adopting a new version dated April 13, 2026, which manual shall be kept on file in the City offices and is incorporated herein by this reference.

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2026.

MARK MANLIN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2025.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE, MRCC
CITY CLERK

BILL NO. 6213

ORDINANCE NO. _____

EXHIBIT A

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department ~~Head~~Head, with the approval of the City ~~Administrator~~Administrator, shall determine appropriate hours of work. Full-time employees will generally be scheduled to work forty (40) hours in a seven (7) day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental time-keeping practices. All department heads, or designees, shall keep attendance records of employees which shall be reported to the Finance Department through the employee attendance tracking system. Employees must identify any perceived error in attendance records within seven (7) days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, ~~that~~which is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. Overtime Compensation

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and efficient operations, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum.

Overtime compensation generally applies when a non-exempt employee works in excess of their normal daily work schedule, notwithstanding exceptions noted in this section, and as approved by the Department Head as a benefit to City operations.

In many respects, the City provides overtime compensation even when not required by law. Only actual hours of work in excess of 40 hours in a week qualify for the federal tax deduction regarding overtime pay. The City will track and report qualified overtime as required by law.

The rate of overtime compensation for employees shall be as follows:

OVERTIME RATES:

	<u>1-1/2 Times Normal Pay</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE	Street Maintenance	Golf Course ¹	See Section 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of Municipal		
	Property		
	Office Clerical ²		
	Commissioned Police Officers ³		
	Ice Arena		
	Golf Course**		

¹*Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond forty-four (44) hours in a week (Sunday thru Saturday), ~~and~~ and shall receive straight time for time worked up to forty-four (44) hours in a week (Monday through Sunday).*

²*Office clerical are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.*

³Commissioned police ~~officers~~officers' hours per work week shall be calculated based on one hundred seventy one (171) hours in a twenty eight (28)-day cycle. Traffic

Enforcement Overtime shall authorize commissioned police officers to receive an overtime rate of two times (2x) normal pay, not to exceed \$100 per hour; conversion of such overtime to compensatory time is prohibited.

2. Compensatory Time

Effective January 1, 2026, An employee may elect to earn compensatory time at the rate of 1-1/2 ~~their~~his normal hourly rate for any overtime hours worked ~~that do not qualify for the federal tax deduction for overtime pay~~. The use of compensatory time is subject to the approval of the Department Head. Commissioned employees shall accrue no more than eighty (80) hours of compensatory time. All other City employees shall accrue no more than forty (40) hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of ~~their~~his compensatory time at ~~their~~his non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For weekday meetings which start on or after 6:00 pm and Saturday meetings, if the meeting lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, ~~they are~~ ~~he is~~ either to notify ~~their~~his Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probation, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in fifteen (15)-minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. Supervisory Premium Pay

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends beyond a pay period, it shall be considered a change to base pay. Otherwise, such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. Field Training Officer Premium Pay

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

Assistant City Administrator
Assistant Director of Public Works/City Engineer
Assistant Recreation Director
Assistant to the City Administrator

Chief Building Official
City Administrator
City Attorney*
City Clerk
City Engineer
City Planner
Civil Engineer
Court Administrator
Director of Community Development
Director of Finance
Director of Public Works
Director of Recreation
Finance Manager
Golf Course Manager
Golf Maintenance Superintendent
Human Resources Generalist
Information Systems Coordinator
Information Systems Manager
Municipal Judge*
Operations Superintendent
Police Captain
Police Chief
Police Lieutenant
Police Sergeant-Administrative
Public Information Officer & Management Analyst
Prosecuting Attorney*
Recreation Supervisor
Senior Accounting Associate
*Independent contractors

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if ~~they~~^{he} feels the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King National Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

**May be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.*

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees other than police employees as specified in Sections 10.4 and 10.5 who must work on approved holidays shall be compensated with overtime pay, or compensatory time (if allowed by City policy and requested by the employee)~~or overtime pay~~.

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King National Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	

Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus will be paid for each holiday as part of the pay for the period in which the holiday occurs; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel are eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on such holiday and, if scheduled, must work the holiday unless the absence was approved by the Chief of Police in advance of the holiday. Employees absent from scheduled work on a holiday due to unscheduled leave or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary **manpower** staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary **staffing-manpower** levels, **theyhe** shall be compensated with overtime pay at the rate of one and one-half (1-1/2) times the normal pay for the overtime hours worked.

10.6 PERSONAL LEAVE

A new full-time employee will be awarded sixteen (16) hours of personal leave **upon** completing the initial 30 calendar days of full-time service. A full-time employee who has successfully completed **theirhis** probationary period is eligible to accrue for that first year and each year thereafter sixteen (16) hours off with pay as a personal leave. The time is to be taken at the election of the employee, subject to the approval of **theirhis** Department Head. The employee is eligible to receive sixteen (16) hours of personal leave each calendar year after **theirhis** first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to forty (40) hours of unused personal leave may be carried over from one calendar year to the next. Personal leave at no time

shall be considered a benefit convertible to compensation during employment or at time of separation of employment.



CITY OF CREVE COEUR, MISSOURI

PERSONNEL POLICY AND PROCEDURES MANUAL

April 13, 2026

Ordinance #_____

Kris Simpson
City Administrator

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INTRODUCTION

The City of Creve Coeur was incorporated on December 21, 1949. In 1976, the citizens of Creve Coeur adopted a Home Rule Charter for their City. The Charter sets forth the basic organization of the City, provides the legal municipal powers of the City and stipulates that employment be based on merit and regulated by personnel rules. The Charter calls for a Mayor and eight members of a City Council elected by the residents to govern the City. The Council approves the budget and adopts ordinances and resolutions establishing City laws and policies including personnel procedures. The Charter provides for a City Administrator appointed by the Mayor and City Council to administer the affairs of the City. The City Administrator is responsible to the Mayor and Council for enforcing City laws, implementing City policies, appointing and directing employees, and directing the day-to-day operations of the local government.

SECTION 1 PURPOSE

In accordance with Section 8.2 of the City Charter, it is the purpose of these rules to establish normal policies and procedures which will serve as guides to administrative actions concerning various personnel activities and transactions. These rules are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program can be carried out.

The City's goal is to provide all employees: fair management; competitive salaries and benefits; opportunities for personal growth and development; and a safe and pleasant work place.

This manual also outlines employee benefits provided by the City and provides general information regarding, among other items, the equitable/non-discriminatory standards for selection, classification and compensation; leaves of absence; and the fair and equitable settlement of disputes. The City is not granting to any employee any contractual commitment, expressed or implied, by the issuance of this manual. Employment with the City is "at will" unless otherwise provided by written contract; however, employees may not be discharged for unlawful reasons. This manual should provide most of the information about employment with the City. Specific questions should be addressed to the employee's Supervisor.

In addition to this policy manual, the City and its employees are subject to all applicable state and federal laws, as well as the City's Charter, ordinances, regulations and policies.

LEGISLATIVE HISTORY OF REVISIONS:

Ordinance 1475	Section 5	Pay Plan	8/26/1991
	Section 10	Holidays	
	Section 11	Military Leave Policy	
Ordinance 1502	Section 11	Occupational Leave Policy	3/23/1992
Ordinance 1599	Section 11	Leave Policy	7/26/1993
Ordinance 1600	Section 6	Nepotism Policy	8/9/1993
Ordinance 1622	Section 13	Personnel Disciplinary Appeals Policy	2/14/1994
Ordinance 1765	Section 17	Substance Abuse Policy	12/11/1996
	Section 18	Alcohol and Controlled Substance Abuse and Testing	
Ordinance 1861	N/A	Policy for Drivers of Commercial Motor Vehicles	5/12/1997
		Introduction	
	Section 4	Classification Plan	
	Section 5	Pay Plan	
	Section 8	Hours of Work and Attendance	
	Section 11	Leave Policy	
	Section 12	Counseling and Discipline	
	Section 15	Fringe Benefits	
Ordinance 2117	Section 15	Fringe Benefits	4/9/2001

Ordinance 2136	Section 5	Pay Plan	6/25/2001
	Section 7	Appointments and Vacancies	
	Section 11	Leave System	
Ordinance 2295	Section 5	Pay Plan	7/12/2004
Ordinance 3039	Section 15	Fringe Benefits	2/14/2005
Ordinance 4004	Section 11	Military Leave Policy	2/27/2006
	Section 15	Fringe Benefits	
Ordinance 4041	Section 11	Leave System	10/23/2006
Ordinance 5045		Comprehensive Update	6/9/2008
Ordinance 5091	Section 4	Classification Plan	6/22/2009
	Section 5	Pay Plan	
	Section 6	Qualifications	
	Section 11	Leave System	
	Section 14	Employee Grievance Procedures	
Ordinance 5116	Section 8	Premium Pay	11/23/2009
	Section 11	Military Leave	
	Section 16	Harassment Policy	
Ordinance 5193	Section 8.5	Overtime	5/23/2011
	Section 8.9	Overtime Exemptions	
	Section 10	Holiday and Holiday Pay	
	Section 11.10	Military Leave	
	Section 15.10	Medical Benefit Reimbursement	
Ordinance 5252	Section 5.8	Calculation of Pay Rates	6/11/2012
	Section 6.2	Equal Opportunity	
	Section 6.3	Nepotism	
	Section 11.10	Military Leave	
	Section 16.5	Harassment	
Ordinance 5384		Comprehensive Update	8/11/2014
Ordinance 5443	Section 2	Definitions	10/26/2015
	Section 3.3	Personnel Appeals Board	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.7	Family Leave	
	Section 11.10	Military Leave	
	Section 11.14.2	Unpaid Leave Exceeding 16 Calendar Days	
	Section 13	Personnel Disciplinary Appeals	
	Section 15.3	Health Insurance Coverage Upon Retirement	
	Section 15.10	Medical Benefit Reimbursement	
	Section 17.8	Rehabilitation	
	Section 18.5	Alcohol & Controlled Substances Prohibition	
	Section 18.6	Controlled Substance and Alcohol Testing Provisions	
	Section 18.7	Employee Assessment	
Ordinance 5475	Section 3.9	Interpretation	5/23/2016

Ordinance 5545	Section 8.5	Overtime	9/25/2017
	Section 8.9	Positions Exempt from Overtime	
	Section 16.5	Policy Against Harassment	
	Section 16.9	Payroll Deductions	
	Section 2	Definitions	
	Section 3.7	Management Rights	
	Section 4.4	Reclassification	
	Section 4.5	Maintenance of the Plan	
	Section 5.7	Longevity Pay	
	Section 6.2	Equal Opportunity	
	Section 6.5	Personal Conduct	
	Section 7.6	Re-Employment of a Former City Employee	
	Section 8.5.2	Compensatory Time	
	Section 8.9	Positions Exempt from Overtime	
	Section 9.2	Resignation	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.4.5	Sick Leave and Medical Leave – Notice	
	Section 11.4.5	Proof of Illness – Sick Leave	
	Section 11.7.3	Family Leave – Notice	
	Section 11.10.3.i	Extended Active Duty Leave	
	Section 11.10.6.a	Reinstatement	
	Section 11.14.2	Unpaid Leave Exceeding Seven (7) Consecutive Calendar Days	
	Section 12.4	Grounds for Disciplinary Action	
	Section 14.3	Exclusions	
	Section 14.4.c	Procedure to Resolve Complaints	
	Section 15.3	Health Insurance Coverage Upon Retirement	
Ordinance 5567	Section 16.4	Ethical Conduct	2/12/2018
	Section 17.5	Pre-Employment Screening	
Ordinance 5594	Section 11.3.4	Pay In Lieu of Vacation	6/25/2018
	Section 2	Definitions	
	Section 5.4.3	Transfers	
	Section 5.9	Calculation of Pay Rates	
	Section 8.5.2	Compensatory Time	
	Section 8.7	Punctuality and Attendance	
	Section 9.2	Resignation	
	Section 9.6	Repayment of Educational Benefits	
	Section 9.8	Order of Layoff and Recall	
	Section 10.3	Holiday on a Scheduled Workday	
	Section 10.5	Holiday Bonus Pay and Overtime	
	Section 10.6	Personal Holiday	
	Section 11	Leave System	
	Section 15	Fringe Benefits	
	Section 16.5	Policy Against Harassment	
	Section 18.6.a.1	Pre-Employment Testing	
Ordinance 5644	Section 8.9	Positions Exempt from Overtime	7/1/2019
	Section 11.2.3.e	Vacation Administration	

	Section 11.3.5	Scheduling Vacation	
	Section 11.4.13	Return to Work	
	Section 11.6.1	Job-Related Injury	
	Section 11.6.2	Non Job-Related Injury	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.10.4	Notice of Leave Request and Orders	
	Section 17	Policy Against Substance Abuse	
	Section 18	Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles	
Ordinance 5659	Section 11.1	Leave System Policy and Definitions	9/23/2019
	Section 11.4	Sick Leave and Medical Leave	
	Section 11.5	Occupational Injury or Illness Leave	
	Section 11.6	Restricted Work	
	Section 11.7	Family and Medical Leave	
	Section 15.9	Use of Automobiles	
Ordinance 5682	Section 10.5	Holiday Bonus Pay and Overtime	2/10/2020
	Section 10.6	Personal Holiday	
	Section 11.1	Policy	
	Section 11.1.2	Definitions	
	Section 11.3.4	Pay In Lieu	
	Section 11.4.3	Charging Sick Leave	
	Section 11.14.1	Paid Leave	
	Section 15.6	Tuition Reimbursement Program	
Ordinance 5705	Section 2	Definitions	7/1/2020
	Section 5.8.1	Frequency of Reviews	
	Section 5.9	Calculation of Pay Rates	
	Section 7.11	Probationary Period	
	Section 8.5.1	Overtime Compensation	
	Section 11.1.2	Definitions	
	Section 11.3.2	Vacation Administration	
	Section 11.3.4	Pay In Lieu of Vacation	
	Section 11.4.2	Sick Leave Administration	
	Section 11.5.4	Options Upon Expiration of Occupational Injury Leave	
	Section 15.3	Health Insurance Upon Retirement	
	Section 15.6	Tuition Reimbursement	
	Section 15.12	Spousal Health Insurance Surcharge	
	Section 16.10	Report Change of Address	
Ordinance 5752	Section 3.5	Eligibility for Use of Leave, Holidays and Other Benefits	9/13/2021
	Section 8.3	Attendance	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.10	Military Leave	

	Section 11.15	Unpaid Leave for Victims of Domestic or Sexual Violence	
	Section 12.3	Investigation and Report	
	Section 12.4	Grounds for Disciplinary Action	
	Section 13	Personnel Disciplinary Reconsideration and Appeals	
	Section 14.1	Policy	
	Section 16.8	Personnel Records	
Ordinance 5786	Section 2	Definitions	7/1/2022
	Section 3.4	Applicability	
	Section 4.4	Reclassification	
	Section 5.4.2	Demotions	
	Section 5.5	Merit Increases	
	Section 5.6	Frequency of Merit Increases	
	Section 5.6.1	Probationary Completion Bonus	
	Section 7.11	Probationary Period	
	Section 7.12	Termination During Probation	
	Section 8.5	Overtime	
	Section 8.9	Positions Exempt from Overtime	
	Section 11.3.3	Eligibility for Vacation	
	Section 11.4.2.a.ii	Sick Leave Administration	
	Section 11.4.5	Proof of Illness – Sick Leave	
	Section 11.8	Bereavement Leave	
	Section 16.3	Outside Employment	
Ordinance 5795	Section 8.5	Overtime	8/22/2022
Ordinance 5813	Section 5.10	Direct Deposit	11/14/2022
	Section 7.11	Probationary Period	
	Section 11.3	Vacation	
	Section 11.4	Sick Leave	
	Section 11.6.4	Duration of Restricted Work	
	Section 11.14	Benefits While on Leave	
Ordinance 5824	Section 11.4.1.b	Sick Leave Policy	01/23/2023
	Section 11.4.5	Proof of Illness – Sick Leave	
	Section 15.3.c	One-Time Re-Enrollment Option	
	Section 17	Policy Against Substance Abuse	
	Section 18	Alcohol & Controlled Substance Use, Abuse & Testing Policy for Drivers of Commercial Motor Vehicles	
Ordinance 5841	Section 8.9	Positions Exempt from Overtime	07/01/2023
	Section 10.6	Personal Leave	
	Section 11.3	Vacation	
	Section 11.4	Sick Leave	

	Section 11.7.3	Notice of Intent to Utilize FMLA Required	
	Section 11.8	Bereavement Leave	
	Section 11.14.2	Unpaid Leave Exceeding Fourteen (14) Consecutive Days	
	Section 15.3	Insurance Coverage Upon Retirement	
	Section 15.6	Tuition Reimbursement Program	
Ordinance 5852	Section 2	Definitions	09/01/2023
	Section 5.7	Longevity Pay	
	Section 9.2	Resignation	
	Section 11.14.4	Family and Medical Leave Act	
	Section 15.1	General Description	
	Section 15.3	Insurance Upon Retirement	
Ordinance 5892	Section 7.9	Promotions	04/24/2024
	Section 11.1.2	Leave/Definitions	
	Section 11.4.1	Sick Leave	
	Section 11.7.2	FMLA	
	Section 11.7.9	Maternity	
	Section 11.10.7	Military Caregiver Leave	
	Section 11.10.8	Qualifying Exigency Leave	
Ordinance 5897	Section 8.9	Positions Exempt from Overtime	07/01/2024
	Section 11	Leave System	
	Section 15.3	Insurance Upon Retirement	
Ordinance 5935	Section 6.3	Nepotism	03/24/2025
Ordinance 5958	Section 11.7.4	FMLA Leave	09/24/2025
Ordinance _____	Section 8	Hours of work and Attendance	04/13/2026
	Section 10	Holidays	

SECTION 2 DEFINITIONS

“Acting” means serving temporarily in a position with all the authority, responsibility and duties of that position.

“Appointment” means the employment of an individual by the City Administrator.

“City” means the municipal corporation of Creve Coeur, Missouri.

“Commissioned Employee” means (see sworn employee defined below).

“Compensation” means either monetary payment or compensatory time in lieu thereof.

“Department Head” means the employee appointed to administer a Department of the City, including Administration, Community Development, Finance, Police, Public Works, Recreation, and the City Clerk's Office.

“Employee” means all full-time and part-time paid personnel who are appointed by the Mayor and City Council or the City Administrator, except members of Boards, Commissions and Committees, and elected officials.

“Full-Time Employee” means person duly employed by the City in a position for which employment with the City is at least thirty-five (35) hours per seven-day work period, provided; however, as of January 1, 2014 for purposes of determining eligibility for health insurance benefits a person duly employed by the City who averages thirty (30) hours per seven (7)-day work period from June 1 to May 31 as determined in compliance with applicable law as a twelve (12) month standard measurement period (or in the case of a new hire, is expected to), shall be considered full-time. For police department commissioned employees, hours per seven-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“LAGERS” means Missouri Local Government Employees Retirement System.

“Management” means the Mayor and City Council, the City Administrator, and Department Heads. Ranked employees above the rank of Sergeant are also considered management employees.

“Nepotism” means the practice of hiring relatives, as prohibited by law and herein.

“Part-Time Employee” means a person employed by the City who works an average of less than thirty-five (35) hours per seven (7)-day work period (except for purposes of determining eligibility for health insurance benefits, see definition of Full-Time Employee). For police department commissioned employees, hours per seven (7)-day work period shall be calculated based on a twenty-eight (28)-day cycle.

“Personnel Officer” means the Assistant City Administrator.

“Regular Employee” means a person who has a position with the City which, by its nature, is continued from year to year, throughout the year, whether on a full-time or part-time basis and who is paid on a semi-monthly basis.

“Seasonal Employee” means a person who has a position with the City, whether on a full-time or part-time basis which, by its nature, is temporary and is affected by a particular need or the availability of work at a defined time and is not meant to be continued uninterrupted from year to year. The duration is determined by the Department Head. Also, a temporary employee.

“Supervisor” means an employee appointed by the Department Head, or another level of management within the department, to oversee the operations of subordinate personnel for a work unit within the department (i.e., shift, crew, division).

“Sworn Employee” means personnel of the Police Department who have taken the prescribed oath of office and have been granted full police powers.

SECTION 3 ADMINISTRATION OF RULES

3.1 RESPONSIBILITY FOR ADMINISTRATION

The responsibility to establish rules and procedures with regard to city employment lies with the City Council of the City of Creve Coeur.

Administration of these rules and regulations shall be the responsibility of the City Administrator. The Personnel Officer shall have the day-to-day responsibilities of administering the rules and regulations as set forth herein. The City Administrator shall interpret the rules and from time to time recommend to the City Council appropriate amendments in order to maintain a fair and equitable system of personnel rules and regulations.

3.2 DEPARTMENTAL RULES AND PROCEDURES

Department Heads may formulate written work rules necessary for the safe, efficient and effective administration of their department. These rules shall not supersede the provisions of this Manual nor shall they conflict with the provisions of these rules. A copy of all departmental rules shall be placed on file with the City Administrator.

3.3 PERSONNEL APPEALS BOARD

There is a Personnel Appeals Board established in Sections 130.020, 130.030, and 130.040 of the City Code of Ordinances. It is comprised of City residents, all of whom support the application of merit principles of public employment.

The duties of the Personnel Appeals Board are to:

- a. Hear employee appeals on disciplinary actions as set forth in the Code and City of Creve Coeur Personnel Policy and Procedures Manual.
- b. Perform such other advisory activities as may be requested by the Mayor and City Council.

3.4 APPLICABILITY

The rules and regulations set forth in this Manual shall be applicable to all employees of the City, except as otherwise provided in the City Charter or otherwise determined by the City Council for the appointed positions of the City Administrator and City Clerk.

3.5 ELIGIBILITY FOR USE OF LEAVE, HOLIDAYS, AND OTHER BENEFITS

Only full-time, regular employees shall be eligible for use of leave, holidays and other city employee fringe benefits. Employees having seasonal, part-time, temporary full-time or temporary part-time work with the City are not eligible for fringe benefits, leave, and holidays.

3.6 APPOINTING AUTHORITY

Appointing authority is the City Administrator who shall appoint all employees of the City, except as otherwise provided by the City Charter, and the City Administrator shall have the authority to dismiss, reduce in pay, discipline, or suspend without pay, any employee appointed by him and under his supervisory direction as provided by the City Charter.

3.7 MANAGEMENT RIGHTS

The Management of the City shall subject to applicable law:

- a. Determine the nature, scope and definition of the city organization including: classification, pay plan, selection, number, retention, promotion, reorganization, transfer, deployment, assignment, layoff, recall and scheduling of employees.
- b. Determine the methods, means, tools and equipment, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work
- c. Direct employees.
- d. Discipline, suspend, demote and/or terminate employees.
- e. Require as a part of normal employee development that an employee fulfill the responsibility of the position and attain or maintain minimal skills of his classification.
- f. Take the necessary measures to attain and maintain optimum productivity in operations.
- g. Determine the necessity for and assignment of overtime.
- h. Determine the scope, priority, and amount of budget allocations.
- i. Determine eligibility for employee participation in bargaining unit activities.

3.8 ADMINISTRATIVE RULES AND PROCEDURES

The City Administrator or designees shall promulgate and establish administrative rules and procedures based on the general policies outlined herein covering such areas as:

- a. Hours of work/work schedules;
- b. Pay plan and pay periods;
- c. Performance appraisal systems;
- d. Personnel records and reports;
- e. Temporary work assignments and transfers;

- f. Use of city vehicles and mileage reimbursement;
- g. Outside employment;
- h. Seniority and impact of seniority;
- i. Safety procedures;
- j. Job related injury procedures;
- k. Other related internal administrative personnel matters.

3.9 INTERPRETATION

Where required by the context hereof, singular words and pronouns shall be construed as plural, plural words and pronouns shall be construed as singular, and personal pronouns shall be construed as referring to all persons without regard to gender.

SECTION 4 CLASSIFICATION PLAN

4.1 CLASSIFICATION OF POSITIONS

The overall objective of the classification plan and the corresponding compensation plan is to provide fair and competitive compensation for positions in the city service which are sufficiently alike in duties and responsibilities to be called by the same job title, to be accorded the same pay range and to require substantially the same qualifications on the part of the incumbents.

No city employee shall be classified nor paid at a pay rate which is not established and recognized in the City's classification and pay plans.

4.2 JOB EVALUATION

The Personnel Officer, with the assistance of the Department Heads and approval of the City Administrator, shall maintain a current Classification Plan including a job evaluation for each classified position which shall include a job title, job purpose, essential knowledge and skills, any special requirements, suggested training and experience and related information.

The job evaluations are descriptive and not restrictive and are intended to indicate generally the requirements for the established position. Job evaluations are utilized to measure and rank a job's relative worth for compensation purposes. The job evaluation is also utilized to develop the job description and performance criteria designed to measure an employee's annual performance.

4.3 DEVELOPMENT OF NEW CLASSIFICATIONS OR POSITIONS

When, in the opinion of the City Administrator, Department Head or the Personnel Officer, there arises a need to establish a new position, the Department Head shall complete a job questionnaire and provide a recommended job evaluation to the Personnel Officer. The City Administrator shall review and approve all requests for new positions and refer the request to the City Council for final approval. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

4.4 RECLASSIFICATION

A job reclassification occurs when a job is moved to a different pay grade because the essential job functions have significantly changed or because the market for a job has significantly changed such that the current pay grade is no longer appropriate. In order to ensure jobs are evaluated correctly, a periodic review by the Department Head and the Personnel Officer shall be made. Annually, certain positions will be reviewed as selected by the Personnel Officer or suggested by the Department Head. If

upon reevaluation of a position, it is determined that the position is still within the same pay range, no pay reclassification is required. If the job is reclassified to a new pay grade, the employee's pay will be adjusted to at least the minimum of the new pay grade. If the position is reclassified to a lower pay grade, the employee's pay shall be reduced to the maximum of the new grade, except if such reduction would exceed ten percent (10%) of the current pay in which case such reduction shall be limited to ten percent (10%) of current pay. Appropriate changes will be made to reflect the new essential job functions and performance criteria.

An employee may request a review of his job evaluation annually during the time period established for such reviews. Specific requests must be addressed to the Department Head. The employee will submit information to his Supervisor regarding why he believes the current job evaluation is not accurate. The information shall be reviewed by the Supervisor, who will initiate a job questionnaire being completed by the employee. The Supervisor will add his own comments to the questionnaire. The Department Head shall review the job questionnaire and add comments necessary and forward this document to the Personnel Office. Any changes in the job description or performance criteria are required to be reviewed by the Personnel Officer. All changes in job evaluation which result in a change in the classification of the position require the approval of the City Administrator and the approval of the City Council. Once the position has been approved and properly classified, a job description including the essential job functions and corresponding performance criteria for the position shall be developed by the Department Head and the Personnel Officer.

SECTION 5 PAY PLAN

5.1 ESTABLISHMENT OF THE PLAN

Compensation established for a pay range is based on such factors as knowledge, experience, training, decision-making authority and responsibility, problem-solving, supervisory responsibility, environmental working conditions and external market factors. The actual placement of an employee within the job grade is based on individual productivity and merit. The pay policy is designed to stimulate excellence in both individual and organizational performance.

The City Administrator is responsible for presenting to the City Council for approval a uniform and equitable pay plan which consists of pay ranges of minimum, midpoint and maximum rates of pay for each job classification and provides reasonable progression in the pay range based on employee job performance. The pay plan shall reflect an equitable relationship among the job classifications and shall be made after review of prevailing rates for comparable work in other public and private business, the current cost of living, responsibilities of the position, and the budgetary policies of the City Council.

5.2 ADMINISTRATION OF THE PAY PLAN

Administration of pay rates within pay ranges and on the basis of merit is the responsibility of the Personnel Officer with approval of the City Administrator. All positions in the city service requiring similar qualifications and having similar duties and responsibilities shall be similarly compensated, insofar as possible, as established by the current classification plan.

The pay ranges will be competitive with the external market. Periodic review of the pay plan shall be made. Adjustments may be made to correct significant discrepancies between the City's level of pay and market pay levels for certain jobs. Actual adjustment amounts will be based on the City's capability to pay the adjustments as determined by the City Council and approved in the annual city budget. Individual job performance shall also be a determining factor.

If a particular job is increasingly difficult to retain and recruit because of compensation requirements, the Department Head may recommend to the City Administrator the job be placed in a range above the current range midpoint.

5.3 NEW EMPLOYEE PLACEMENT

Generally, a new employee shall be hired at the minimum rate in the appropriate classification unless his qualifications are such that it is to the City's advantage to offer a higher starting pay within the range. Hiring at an advanced rate shall be based upon years of experience or the skill qualifications of the individual and shall require the approval of the City Administrator. Appropriate documentation by the

Department Head that such action is to the benefit of the City shall be provided with the recommendation.

5.4 PROMOTIONS, DEMOTIONS AND TRANSFERS

1. Promotions

When an employee is promoted to a position in a higher pay range the employee's pay shall be increased to at least the minimum rate for the higher pay range to ensure a starting pay commensurate with that given to new hires with equivalent training and experience for that position.

2. Demotions

A demotion occurs when an employee is moved to a job evaluated at a lower pay grade due to poor performance, necessity of organizational change, or developmental assignment. The pay of an employee being demoted due to poor performance, inability to perform the essential functions of the current position (and if applicable, no reasonable accommodations can be made without undue burden), or employee choice will be reduced by ten percent (10%) unless such reduced pay would still exceed the new pay range maximum in which case the current pay shall be reduced to such pay range maximum. The City will adjust the pay of an employee who is demoted solely due to organizational change as provided in Section 4.4.

3. Transfers

When an employee moves from one position to another in the same pay grade, either voluntarily or involuntarily, or voluntarily seeks a position at a lower pay classification than his current position, it is considered a transfer. An employee who accepts an assignment in a different pay grade shall receive an increase or decrease to pay in order that actual pay is established within the new range. When an employee transfers between positions in the same pay grade, no adjustments to pay shall be made.

5.5 MERIT INCREASES

Advancement to a higher rate of pay within an established range shall be called a merit increase. All merit increases shall be based upon the performance of the individual in the position measured against established job performance criteria. Such criteria may include level of knowledge, skills, ability, work traits, compliance with established city or departmental rules and regulations or any other criteria which are indicative of performance.

Merit increases may be granted only upon approval by the City Administrator and after documentation by the appropriate Department Head, including, but not limited to, the most recently completed performance evaluation for the individual. Annually, guidelines shall be established by the City Council and approved in the annual budget regarding pay adjustments as they relate to performance ratings.

5.6 FREQUENCY OF MERIT INCREASE

An employee, not on a step pay plan, shall be eligible for a merit increase at the successful completion of the probationary period for the position. After the employee has been removed from probationary status, merit increases will normally be available at the beginning of the fiscal year and made effective each July 1. However, the City Administrator may authorize an earlier merit increase in the event of documented superior individual performance. Said merit increase shall be based on the same criteria as set forth in subsection 5.5. The initial July 1 merit increase shall be prorated according to the number of full calendar days the employee has worked since the employee's probation-completion merit increase date, if any.

1. Probationary Completion Bonus

A commissioned officer on a step pay plan shall be eligible for a one-time, lump-sum Probationary Completion Bonus at the successful completion of the probationary period for the position. The Probationary Completion Bonus is prorated according to the number of calendar days from the employee's probation completion date to July 1, when the officer is eligible to advance to the next step in the pay plan with a successful prorated performance evaluation.

5.7 LONGEVITY PAY

A full-time employee hired before August 1, 2004 shall receive an additional eight dollars per month of compensation for each completed year of service computed from the employee's latest date of employment. Notwithstanding any other provision of this Manual, no employee last hired on or after August 1, 2004 shall be entitled to this additional compensation. Current eligibility for longevity pay shall be based on the last date of hire and not total time of service with the City. There is a parallel longevity provision in LAGERS.

5.8 PERFORMANCE MANAGEMENT

1. Frequency of Reviews

Performance reviews for a City employee, utilizing the performance management job description and performance criteria, shall be conducted during the employee's probationary period no less frequent than at the one (1) year anniversary of employment. Thereafter, performance reviews shall be conducted at least once annually near the end of each fiscal year. An evaluation may, however, be conducted more frequently at the

discretion of the Department Head or at the request of the Personnel Officer, including during the initial probationary period. Normally, no merit increase shall be granted unless a performance evaluation has taken place within sixty days prior to the effective date of the increase.

2. *Annual Performance Cycle*

Annually, at the beginning of the employee's performance cycle, or in the event of significant change in the City's or department's goals, the immediate supervisor shall conduct a performance planning session with the employee to discuss the essential job functions, the individual employee's, the City's and the department's performance goals and the employee's job performance criteria.

Any changes in the existing job performance criteria shall be recorded on the job description form and approved by the Department Head and the Personnel Officer before taking effect.

3. *Performance Reviews and Coaching*

The employee's immediate supervisor will regularly monitor the employee's performance and on a periodic basis conduct a performance review meeting with the employee utilizing the performance management coaching forms to document individual performance.

4. *Completion of the Performance Cycle*

The supervisor shall provide non-probationary employees with copies of the self-appraisal form by April 20 of each year. The employee shall complete the self-appraisal form and provide it to his immediate supervisor by May 1. The supervisor shall complete the performance appraisal form in the most objective manner possible based on the performance data collected throughout the year, information contained on the self-appraisal form and the established performance criteria for the position. The immediate supervisor shall assign a total performance score which shall be reviewed and approved by the Department Head and submitted to the Office of the City Administrator by June 15. The supervisor shall meet with the employee and discuss the evaluation and future areas of development. The employee shall be given an opportunity to provide written comments and sign the form. The Department Head shall review and approve the form. A copy shall be provided to the employee and the original forwarded to the Personnel Officer with a completed personal action form.

5.9 CALCULATION OF PAY RATES

For full-time employees, when it is necessary to calculate an effective hourly rate for purposes of administration of benefits (i.e., overtime), unless expressly provided otherwise in this manual (i.e.,

Section 11.3.4 pay-in-lieu of vacation), the City generally determines an employee's hourly rate by dividing the annual salary by 2,080 hours, the number of full-time hours worked per year.

5.10 DIRECT DEPOSIT

All employees are required to participate in the City's Payroll Direct Deposit program as a condition of employment. Employees are allowed to select the financial institution(s) that will receive the direct deposits. The City Administrator may temporarily or permanently waive required participation for an employee, for good cause as determined in his discretion.

Employees must complete the City's Direct Deposit authorization form. This form authorizes deposits as well as adjustments (withdrawals) to correct for any overpayment or error. Direct deposits will be subject to all applicable banking and clearinghouse rules and laws.

An employee that does not wish to direct deposit to a checking or savings account may select the option of depositing to a payroll card account at the financial institution(s) selected by the City for such purpose. Such employee must complete the applicable additional forms and comply with the financial institution's fees and terms.

SECTION 6 QUALIFICATIONS FOR EMPLOYMENT

6.1 MERIT PHILOSOPHY

All appointments and promotions of City officers and employees except as otherwise provided by City Charter shall be made solely on the basis of merit and fitness demonstrated by examination or other evidence of competence. All such action shall be taken wholly without favoritism or unlawful discrimination.

6.2 EQUAL OPPORTUNITY

In compliance with applicable law, no person employed by the City or seeking employment from the City shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of age, race, color, marital or familial status, national origin, ancestry, political affiliation, religion, sex, gender, gender identity, sexual orientation, genetic information, disability, or any other characteristic protected by law except where specific age, sex or physical requirements constitutes a bona fide occupational qualification. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel Officer, whether to facilitate continued work or return to work.

In compliance with applicable law, no person employed by the City or seeking employment from the City will be appointed, promoted, demoted, removed or in any way favored or discriminated against based on HIV infection or acquired immune deficiency syndrome (AIDS) status unless the individual poses a direct threat to the health or safety of others or is unable to perform required job duties.

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

Pursuant to 41.1005 RSMo, no member of the United States Coast Guard Auxiliary shall be discharged from employment because of being a member of the United States Coast Guard Auxiliary or holding any office, position, or appointment under the United States Coast Guard Auxiliary, nor otherwise discriminated against or dissuaded from joining or continuing such person's service in the United States Coast Guard Auxiliary by threat or injury to such person in respect to such person's employment, or of any other rights or benefits to which the employee would otherwise be entitled.

Likewise, the City shall not discriminate against veterans or members of the US Armed Forces or National Guard.

6.3 NEPOTISM

The following definitions apply to this policy:

“Affinity” means related by marriage or having a relationship by marriage.

“Consanguinity (eous)” means of the same blood or descended from the same ancestor.

“Nepotism” means the practice of hiring of relatives. This practice is prohibited in Article 7 of the Missouri Constitution as follows:

"Section 6. Any public officer or employee in this state who by virtue of his office or employment, names or appoints to public office or employment any relative within the fourth degree [within the first, second, third and fourth degrees] by consanguinity or affinity, shall thereby forfeit his office or employment."

In addition, no relative within the first and second degrees, by consanguinity or affinity, to any elected official of the City of Creve Coeur shall be employed in any capacity with the City while the elected official is in office, except that a part-time or seasonal employee hired a minimum of 12 months prior to the election or appointment of a relative as defined herein, may continue employment provided there is no direct supervision by the elected official, and no conflict of interest exists. The City Administrator or designee will ensure compliance to maintain fairness and prevent conflicts of interest.

No relative within the first and second degrees, by consanguinity or affinity, to any full-time City employee may be employed full-time in the same department. Under no circumstance shall any employee of the City be involved in the supervision, hiring, termination, discipline, promotion, or performance evaluation of another employee of the City who is a relative within the fourth degree by consanguinity or affinity.

Degrees of kindred shall be determined by consulting the English Background of Degrees of Kindred according to Civil Law. If further clarification is required, the City Attorney shall render a decision.

Degrees of kindred to the employee by blood or marriage:	
1st degree of relatives	Spouse, children & parents
2nd degree of relatives	Grandparents, grandchildren, brothers & sisters
3rd degree of relatives	Great grandparents, great grandchildren, uncles, aunts, nephews & nieces
4th degree of relatives	Great, great grandparents, great, great grandchildren, great uncles, great aunts, first cousins, grandnephews & nieces

6.4 RESIDENCY REQUIREMENTS

There shall be no residency requirement for any full-time city employee at the time of his employment or during the term of his employment unless otherwise provided by the City Charter or Ordinance. Residents who are qualified will be given preferential consideration for part-time and seasonal positions.

The City and its employees will comply with all applicable laws regarding eligibility of non-citizens for employment and/or receipt of public benefits from the City.

6.5 PERSONAL CONDUCT

Whether during working hours or outside of working hours, conduct can reflect upon suitability and qualification for employment. Professional and courteous behavior is required at all times during working hours. (See also Section 16.6). Any illegal conduct or other conduct at any time that demonstrates an inability to fulfill assigned duties or an inability to work with other employees can result in discipline and/or termination. Employees retain all constitutional and legal rights, which include the right to discuss the terms and conditions of employment and complain about illegal activity. Employees are not authorized to use their position or City logos, insignia, uniforms, or similar items to convey the impression they are acting for the City, except in connection with performance of assigned duties.

SECTION 7 APPOINTMENTS AND VACANCIES

7.1 FILLING OF POSITIONS

Department Heads shall notify the Personnel Officer as far in advance as possible of any requirements for authorized personnel, setting forth such information as requested to facilitate the filling of the position.

The Personnel Officer shall administer application and testing procedures, as approved by the City Administrator. He shall certify qualified applicants to Department Heads for interview and recommendation. The Chief of Police may determine the appropriate application and testing procedures for commissioned personnel, subject to the approval of the City Administrator.

Department Heads shall recommend to the City Administrator the appointment of the certified applicant acceptable for employment.

The City Administrator shall review and either accept or reject the recommendation. Once an employment recommendation is approved by the City Administrator, an offer or conditional offer of employment may be made.

7.2 EMERGENCY APPOINTMENTS

When a vacancy occurs in a position which is necessary to carry out City business without interruption, and no suitable list of candidates exists for selections, the Department Head may appoint an employee in an acting capacity with the approval of the City Administrator. In the event of a Department Head vacancy, the City Administrator may appoint an acting Department Head to fill the position. The duration of the appointment shall not exceed three months or until an appointment can be made through established procedures, whichever is shorter, unless the City Council approves continued acting status.

7.3 PUBLICITY

The Personnel Officer shall determine the nature and extent of publicity required to obtain a reasonable number of qualified applicants for each vacancy. All positions shall be announced to the public through standard announcement form, and/or by posting on city bulletin boards or by mass media advertising, at least seven (7) calendar days in advance of the last date for filing applications. Vacancies which can be filled through promotion shall be announced, to eligible current city employees on city bulletin boards or by memorandum, for at least seven calendar days prior to the application closing date. Job announcements with "open" application submission dates must remain open at least seven calendar days, and may be closed by the Personnel Officer when sufficient applicant response has been achieved.

7.4 APPLICANT SCREENING PROCESS

The screening process for an applicant shall include an oral interview, evaluation of experience, education and training, all legally mandated inquiries, and a reference check. The process may also include, but not be limited to, one or any combination of the following as determined by the Personnel Officer in consultation with the Department Head and City Administrator:

- Written examinations
- Performance evaluations
- Medical examinations
- Substance abuse screening
- Psychological evaluations/intelligence tests
- Background investigations
- Physical agility-dexterity tests

Reasonable measures shall be taken by the Personnel Officer to confirm the reliability and validity of the various screening processes. Some screening measures shall be utilized after a conditional offer of employment has been made.

7.5 INTER-DEPARTMENT TRANSFERS

A current city employee who meets the minimum qualifications for a classification in which a vacancy exists in another department may request an inter-department transfer.

An inter-department transfer is defined as a lateral reassignment of an employee to another department. Any such transfer has to be approved by the receiving Department Head.

An employee working in his first probationary period is not eligible to request an inter-department transfer.

The Personnel Officer shall keep a list of city employees who have requested a transfer to another department and shall communicate the names of those interested in and qualified for a vacancy at the request of a Department Head to fill an applicable vacancy.

7.6 REEMPLOYMENT OF A FORMER CITY EMPLOYEE

A former employee shall be required to compete for a position with any other qualified applicants. Retroactive reinstatement of an employee's vacation or sick leave shall be given in the event a former employee is rehired within one year of his separation.

Retirement benefits from past service may be reinstated in accordance with the provisions of the applicable retirement plan.

7.7 LAID OFF/DEMOTED EMPLOYEES

A full-time city employee laid-off or reduced to a lower classification due to a reduction in force, reassignment of priorities, duties, or projects, who was in good standing at the time the action was taken and remains in good standing, shall rank ahead of other individuals competing for the same position.

7.8 PART TIME/TEMPORARY/SEASONAL APPOINTMENTS

If a position is to be filled for a limited time only, appointments may be made from the list of eligible applicants interested in full-time work. A temporary or seasonal appointment shall not affect an applicant's eligibility for full-time positions.

Part-time, seasonal and temporary positions shall be filled in the manner described in Section 7.4 above. A former employee may be rehired to fill temporary positions without re-screening, subject to meeting legally mandated eligibility requirements.

All part-time, temporary and/or seasonal employee appointments must be approved by the Personnel Officer under the direction of the City Administrator and in accordance with budgetary authorization and limitations.

7.9 PROMOTIONS

All vacancies shall, whenever possible, be filled by promotion of a qualified employee within the city service. The Personnel Officer shall review the qualifications of employees who are receiving salaries lower than that of the class in which the vacancy exists to determine which employees will be eligible for consideration. An employee on a performance improvement plan is not eligible for promotion consideration. A notice of the position shall be posted and distributed to the Departments.

Promotions may be rescinded by the City Administrator at any time during the probationary period, in which case the employee shall revert to the previously held position. Such rescission shall not be subject to the grievance process.

7.10 GENERAL EXAMINATION PROVISIONS

The Personnel Officer may disqualify an applicant and remove the name from further consideration if:

1. The applicant is found to be lacking in any of the preliminary requirements established for the position.
2. The applicant is disabled or inhibited to an extent which would render the individual unfit for performance of the duties as established for the position (subject to reasonable accommodations as required by applicable law).

3. The applicant has been found to have conflicting interests which may impair or compromise total effectiveness in a given classification including, but not limited to: criminal background; narcotic or alcoholic addictions; and/or personal business interests.
4. The applicant has made a false statement of material fact on the application in violation of the certificate made by the applicant on the application form.
5. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the screening or appointment procedure.
6. The applicant has previously been discharged or has a documented, unsatisfactory service record with the City.
7. The applicant has presented an application and has failed to sign the application form.
8. The applicant requests such an action.
9. An ample number of better qualified candidates are available for the position.

An individual's application and examination records shall not be open to public inspection; however, the individual's record shall be available for inspection by that applicant. An applicant's records shall be maintained in accordance with the State of Missouri and federal record retention regulations.

The examination records of all persons who are appointed to positions shall be kept in the employee's personnel file and shall be retained throughout his employment and subsequent to their separation in accordance with the requirements of the State of Missouri and federal record retention regulations.

A new employee is required to pass a physical examination and be certified by the City's physician as physically qualified to perform the duties of the position he seeks before his appointment may be finalized.

The City Administrator may, when it is deemed in the best interest of the City, utilize an applicant's examination results established and administered by other agencies through cooperative or reciprocal arrangements for expediting recruitment and screening of applicants.

7.11 PROBATIONARY PERIOD

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

Every person transferred, promoted, appointed or reappointed to a full-time position with the City shall successfully complete a probationary or qualifying period of one year.

The probationary or qualifying period shall begin immediately upon appointment to a full-time position. The probationary period shall not be deemed to be successfully completed until a performance evaluation and personnel action form stating the employee is released from probation has been

submitted by the Department Head and approved by the Office of the City Administrator. Such notice shall not be unreasonably withheld and within ten (10) days following the one year anniversary date of the employee such notice shall be submitted or the Department Head shall submit a proposed extension of the probationary period.

The probationary period may be extended, if deemed necessary and supporting documentation is provided by the Department Head, after review and approval by the City Administrator.

Time spent in an acting capacity prior to receiving a permanent appointment to the same classification and department shall be considered as time spent as a probationary employee in that position.

An employee after serving the first thirty (30) days of employment is eligible to utilize accrued sick and vacation benefits upon the Department Head's approval. (Sections 11.3(3) and 11.4(2)) Persons terminated during the probationary period shall not be paid for unused vacation leave.

An employee who is promoted or transferred shall serve a probationary period of one year in the new position. Any sick leave and vacation leave benefits the employee had at the time of the promotion or transfer shall be retained.

7.12 TERMINATION DURING PROBATION

At any time during the initial probationary period the Department Head, with the approval of the City Administrator, may terminate an employee, with or without cause and with or without notice.

An employee promoted into a position who does not successfully complete a probationary period may be demoted to his previous or similar classification, provided such position is vacant and authorized. If such a position is not available, the employee may be placed on priority reemployment or transfer lists for a position for which the employee is qualified, at the written request of the employee.

An employee terminated or demoted during their initial probationary period cannot appeal such action, except for a "Law Enforcement Officer" as defined in Section 590.502 RSMo.

SECTION 8 HOURS OF WORK AND ATTENDANCE

8.1 HOURS OF WORK

The hours during which offices will be kept open for business shall be determined by the City Administrator. The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan, which shall specify the full-time work schedule for regular office, field, police, and recreation employees. Working hours are to be devoted to fulfillment of assigned duties and not to personal matters other than on a very incidental basis.

8.2 SCHEDULING HOURS OF WORK

All Departments shall observe and keep office and working hours necessary for the efficient transaction of services. The Department Head, with the approval of the City Administrator, shall determine appropriate hours of work. Full-time employees will generally be scheduled to work forty (40) hours in a seven (7) day pay period. Police personnel will be scheduled to work according to the established Police Department scheduling policy.

8.3 ATTENDANCE

Employees shall be on time and in attendance at their work in accordance with these rules and departmental time-keeping practices. All department heads, or designees, shall keep attendance records of employees which shall be reported to the Finance Department through the employee attendance tracking system. Employees must identify any perceived error in attendance records within seven (7) days of receipt of pay for the period.

8.4 ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be subject to disciplinary action, including forfeiture of pay in non-exempt positions.

8.5 OVERTIME

1. Overtime Compensation

It is the policy of the City to minimize the necessity for overtime work. When overtime work is necessary and consistent with protection of the lives and property of the citizens of Creve Coeur, and efficient operations, such overtime shall be authorized in advance by the Department Head but shall be kept at a minimum.

Overtime compensation generally applies when a non-exempt employee works in excess of their normal daily work schedule, notwithstanding exceptions noted in this section, and as approved by the Department Head as a benefit to City operations.

In many respects, the City provides overtime compensation even when not required by law. Only actual hours of work in excess of 40 hours in a week qualify for the federal tax deduction regarding overtime pay. The City will track and report qualified overtime as required by law.

The rate of overtime compensation for employees shall be as follows:

OVERTIME RATES:

	<u>1-1/2 Times Normal Pay</u>	<u>Straight Time</u>	<u>Exempt</u>
EMPLOYEE	Street Maintenance	Golf Course ¹	See Section 8.9
GROUPS:	Park Maintenance		
	Inspections		
	Maintenance of Municipal Property		
	Office Clerical ²		
	Commissioned Police Officers ³		
	Ice Arena		
	Golf Course**		

¹*Golf Course employees qualify for the FLSA recreational exemption when during the preceding calendar year, average receipts at the golf course for any six months of the year are not more than 33 1/3 percent of its average receipts for the other six months of the year (29 U.S.C. § 213(a)(3)(A)-(B). Such qualifying golf course employees shall receive premium pay equal to 1-1/2 times their normal rate of pay for time worked beyond forty-four (44) hours in a week (Sunday thru Saturday) and shall receive straight time for time worked up to forty-four (44) hours in a week (Monday through Sunday).*

²*Office clerical are compensated for evening meetings and Saturday meeting work as per section 8.6 of this policy.*

³*Commissioned police officers' hours per work week shall be calculated based on one hundred seventy one (171) hours in a twenty eight (28)-day cycle. Traffic Enforcement Overtime shall authorize commissioned police officers to receive an overtime rate of two times (2x) normal pay, not to exceed \$100 per hour; conversion of such overtime to compensatory time is prohibited.*

2. Compensatory Time

Effective January 1, 2026, an employee may elect to earn compensatory time at the rate of 1-1/2 their normal hourly rate for any overtime hours worked that do not qualify for the

federal tax deduction for overtime pay. The use of compensatory time is subject to the approval of the Department Head. Commissioned employees shall accrue no more than eighty (80) hours of compensatory time. All other City employees shall accrue no more than forty (40) hours of compensatory time. Temporary exceptions may be approved by the City Administrator or his designee.

Exempt employees shall not be eligible for compensatory overtime. In the event that a non-exempt employee is promoted or reclassified to an exempt position, said employee shall be paid for the remaining balance of their compensatory time at their non-exempt hourly rate prior to promotion or reclassification.

8.6 BOARDS AND COMMISSION MEETINGS

A member of the city secretarial staff who serves as a clerk of the Municipal Court, or a secretary to one of the various boards and commissions, which meet in the evening and/or on Saturday mornings, shall receive compensation in accordance with the approved pay plan. For weekday meetings which start on or after 6:00 pm and Saturday meetings, if the meeting lasts under two hours, the secretary shall receive a minimum of two hours of pay.

8.7 PUNCTUALITY AND REGULAR ATTENDANCE

Punctuality and regular attendance are essential if the city service is to accomplish its objective of providing efficient services to the public. If an employee is unable to arrive at work on time, they are either to notify their Supervisor or make arrangements for someone else to contact the Supervisor as soon as possible in accordance with established departmental rules and regulations. This will allow the Supervisor time to rearrange the work schedule with minimum possible inconvenience. Punctuality and attendance play an important role in an employee's probation, merit and promotional reviews.

In instances where tardiness is unavoidable or weather conditions preclude timely arrival at work, it is the Supervisor's responsibility to arrange for the employee to make up lost time at the regular pay rate. In other instances, of tardiness, vacation time will be docked by a corresponding amount of time, in fifteen (15)-minute increments, unless the time is made up in the same week at the regular pay rate.

8.8 PREMIUM PAY

1. Supervisory Premium Pay

Regular full-time commissioned non-supervisory personnel requested by the Department Head to serve in a temporary supervisory capacity shall receive a premium per work shift at the rate established in the City's annual budget. Serving in a supervisory capacity shall mean that the employee is placed in effective charge of non-supervisory personnel and required

to perform all normal supervisory functions for that work group during the assigned work shift.

Regular full-time non-commissioned non-supervisory personnel requested to serve in an acting supervisory capacity shall be upgraded to the entry level of the supervisor grade or shall receive a minimum ten percent (10%) increase in salary during the period in which the employee is serving as acting supervisor. When service in such an acting capacity extends beyond a pay period, it shall be considered a change to base pay. Otherwise, such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

2. *Field Training Officer Premium Pay*

Police officers shall receive a premium per work shift as bonus pay at a rate established in the City's annual budget for each day assigned as a field training officer. Such assignments and pay shall be subject to the approval of the Chief of Police. Such premium pay is a bonus that is taxable in accordance with Internal Revenue Service regulations.

8.9 POSITIONS EXEMPT FROM OVERTIME

The City Administrator shall maintain a current listing of positions, including Department Head, administrative, technical and professional positions, which are required to work extra hours as a normal part of fulfillment of his employment responsibilities to the City. Such extra hours shall be considered in establishing annual pay grades for exempt positions in accordance with applicable law.

The following positions are considered to be exempt from the overtime requirements of applicable law:

Assistant City Administrator
Assistant Director of Public Works/City Engineer
Assistant Recreation Director
Assistant to the City Administrator
Chief Building Official
City Administrator
City Attorney*
City Clerk
City Engineer
City Planner
Civil Engineer
Court Administrator
Director of Community Development
Director of Finance
Director of Public Works
Director of Recreation
Finance Manager
Golf Course Manager

Golf Maintenance Superintendent
Human Resources Generalist
Information Systems Coordinator
Information Systems Manager
Municipal Judge*
Operations Superintendent
Police Captain
Police Chief
Police Lieutenant
Police Sergeant-Administrative
Public Information Officer & Management Analyst
Prosecuting Attorney*
Recreation Supervisor
Senior Accounting Associate
**Independent contractors*

Certain circumstances may warrant the payment of overtime to individuals who are otherwise exempt from overtime pay. The Department Head may review the situation which created the need for the overtime work and if they feel the situation warrants additional compensation may recommend to the City Administrator approval of overtime pay to an exempt employee.

SECTION 9 SEPARATION FROM EMPLOYMENT

9.1 TERMINATION DATE

The official termination date of employment with the City shall be the date of the employee's last day in attendance at work except as provided for in Section 9.2. All eligible accrued leave shall be paid through the date of termination. Payment shall be made on the next pay date following the date of termination; however, the Director of Finance may make payment sooner in extenuating circumstances as authorized by the City Administrator.

9.2 RESIGNATION

An employee resigning from the service of the City is expected to give written notice to his Supervisor at least ten (10) scheduled working days prior to the effective date of his resignation in order to leave in good standing unless other arrangements are approved by the City Administrator. Failure to comply with this policy shall be entered on the permanent personnel record of the employee.

The Department Head with City Administrator approval may elect to require or mutually agree with the employee that he use vacation time for some or all of his remaining scheduled working days prior to his effective date of resignation. In such cases, the effective date of resignation shall be the last date for which the employee receives vacation pay.

An employee retiring from service to the City is expected to give written notice to his supervisor, the Director of Finance and the LAGERS board, at least thirty (30) calendar days (and not more than ninety (90) days) prior to the effective date of his retirement in order to provide adequate time to calculate and process the retirement benefit. (70.645RSMo)

9.3 DISABILITY

An employee may be transferred, demoted or separated for disability when the employee cannot perform the essential job functions of the position because of physical or mental impairment, taking into account reasonable accommodations that do not create an undue hardship for the City. The City may require an employee to be examined by the City's physician for the purpose of determining an employee's ability to perform the essential job functions of his position. The City is committed to equal treatment of qualified individuals and meeting the requirements of applicable law including the ADA. The City encourages employees to discuss potentially necessary accommodation of a disability with the Personnel officer, whether to facilitate continued work or return to work.

An employee unable to perform the essential job functions of his position due to a disability, taking into account reasonable accommodations that do not create an undue hardship for the City, may be transferred or demoted to a position for which he is able to perform the essential job functions and shall

be compensated in accordance with the rate for that position. If such a position is not available, the employee may be placed on a priority reemployment list for a position for which the employee is qualified.

An employee who does not return to work and cannot perform the essential job functions of his position within one year of the occurrence of the disabling event, shall be separated from employment.

9.4 TERMINATION

An employee terminated by the City shall be removed from the position as promptly as possible and officially notified that such action is being taken, on or before the effective date of such action. A statement of the reasons for the termination shall be presented to the employee at the time of the discharge either in person or by certified mail to the last known address of record of the employee.

If an employee wishes to appeal the termination, he may do so as provided in these rules.

9.5 RETURN OF CITY PROPERTY

An employee leaving the city service for any reason and who has city-owned equipment or property in his possession shall return such equipment or property to his Department Head prior to receiving his last paycheck. Failure to return said property shall result in an amount being withheld from the employee's paycheck equal to the value of the property.

9.6 REPAYMENT OF EDUCATIONAL BENEFITS

An employee separating from the service shall repay in full all funds advanced under the educational program for college credit coursework during the previous two (2) years preceding separation. A written agreement shall be executed by the employee prior to any payment being made for educational benefits.

9.7 LAYOFF/REDUCTION OF WORK

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

9.8 ORDER OF LAYOFF AND RECALL

Layoff and recall of an employee shall be made in inverse order of current performance ratings of employees in the classification involved. In the event current performance ratings are not available or the ratings of employees shall be equal, the order of layoff and recall shall be based on tenure.

Employees laid off shall be placed on a priority recall list for a maximum of one hundred eighty (180) calendar days. Employees separated because of layoff shall be given at least fourteen (14) days prior notice of such layoff.

9.9 DEATH OF AN EMPLOYEE

In the event of the death of an employee, all compensation due in accordance with the policies of the City shall be paid to the legal representative of the employee's estate or any other properly designated individual.

SECTION 10 HOLIDAYS

10.1 SCHEDULE FOR CLASSIFIED SERVICE - OTHER THAN CERTAIN POLICE EMPLOYEES

The following holidays shall be considered a part of a full-time employee's normal work week (except certain police employees who are eligible for holiday bonus pay as set forth in Sections 10.4 and 10.5 of this policy), and such employees shall be excused without loss of pay on the following designated holidays:

New Year's Day	- January 1
Martin Luther King National Holiday*	- 3rd Monday in January
President's Day	- 3rd Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day*	- November 11
Thanksgiving Day	- 4th Thursday in November
Day after Thanksgiving Day	- Friday after 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

**May be substituted for day before Christmas when Christmas falls on Tuesday or for day after Christmas when Christmas falls on Thursday.*

10.2 PROCEDURE FOR OBSERVANCE OF A WEEKEND HOLIDAY

When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday; or, when the holiday falls on a Saturday the previous Friday shall be observed as the holiday.

10.3 HOLIDAY ON A SCHEDULED WORK DAY

No employee (except for certain police employees as set forth in Sections 10.4 and 10.5 of this policy) shall be required to work on a holiday except when it is necessary to maintain essential services. Non-exempt employees other than police employees as specified in Sections 10.4 and 10.5 who must work on approved holidays shall be compensated with overtime pay, or compensatory time (if allowed by City policy and requested by the employee).

10.4 SCHEDULE OF HOLIDAYS FOR COMMISSIONED POLICE OFFICERS

The following holidays shall be considered a part of the normal work week for certain commissioned police officers who are eligible for holiday bonus pay under section 10.5:

New Year's Day	- January 1
Martin Luther King National Holiday	- 3rd Monday in January
President's Day	- 3rd Monday in February
Easter Sunday	
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- 1st Monday in September
Veterans Day	- November 11
Thanksgiving Day	- 4th Thursday in November
From Noon Christmas Eve	- December 24
Christmas Day	- December 25

10.5 HOLIDAY BONUS PAY AND OVERTIME

A holiday bonus will be paid for each holiday as part of the pay for the period in which the holiday occurs; such bonus pay shall be equivalent to normal pay. Only commissioned police personnel are eligible for holiday bonus pay. Police Commanders including the positions of Police Chief, Captain, and Lieutenant are not eligible for holiday bonus pay and are excused without loss of pay on designated City holidays subject to the foregoing provisions of this Section 10.

To qualify for the holiday bonus pay for a given holiday, an employee must be employed on such holiday and, if scheduled, must work the holiday unless the absence was approved by the Chief of Police in advance of the holiday. Employees absent from scheduled work on a holiday due to unscheduled leave or unexcused absence will not receive bonus pay for that holiday.

The Chief of Police is responsible for determining necessary staffing on all shifts, including holidays. The Chief may permit personnel the use of accumulated compensatory time, a vacation day, or a personal day on a holiday; such an absence will be considered an excused absence for the purpose of determining eligibility for holiday pay.

If a holiday falls on a police officer's previously scheduled day off and circumstances necessitate a schedule change within sixty (60) days of the holiday resulting in the police officer working on that holiday due to the need to maintain necessary staffing levels, they shall be compensated with overtime pay at the rate of one and one-half (1-1/2) times the normal pay for the overtime hours worked.

10.6 PERSONAL LEAVE

A new full-time employee will be awarded sixteen (16) hours of personal leave upon completing the initial 30 calendar days of full-time service. A full-time employee who has successfully completed their

probationary period is eligible to accrue for that first year and each year thereafter sixteen (16) hours off with pay as a personal leave. The time is to be taken at the election of the employee, subject to the approval of their Department Head. The employee is eligible to receive sixteen (16) hours of personal leave each calendar year after their first anniversary, including the calendar year in which the employee's first anniversary occurs. Up to forty (40) hours of unused personal leave may be carried over from one calendar year to the next. Personal leave at no time shall be considered a benefit convertible to compensation during employment or at time of separation of employment.

SECTION 11 LEAVE SYSTEM

11.1 POLICY AND DEFINITIONS

1. *Policy*

Leave requests shall be subject to approval by the Department Head, and when for a Department Head by the City Administrator, in conformance with the rules established in this policy for each type of leave. Each employee must submit requests for leave in the City's time keeping system, or when applicable in writing. The Department Head shall review appropriate records of all leaves requested and granted for the department's employees. The Department Head shall approve the necessary information in the City's time keeping system.

Notwithstanding the foregoing, FMLA leave will be handled in accordance with section 11.7 Family and Medical Leave. In compliance with the federal Family and Medical Leave Act, the City will grant, under applicable circumstances, up to twelve (12) weeks of FMLA leave in a calendar year.

Additionally, the City will grant leave related to service in the armed forces and injuries sustained in such service, pursuant to the requirements of Public Law 110-181 enacted by the United States Congress in 2008, and related regulations, as set forth below regarding Military Leave, Military Caregiver Leave and Qualifying Exigency Leave.

2. *Definitions*

Some of the following words and phrases are also defined in other pertinent places in this policy, but the definitions are repeated here for convenience. Any inconsistency between these definitions and the ones set forth elsewhere in the policy is unintended and shall be resolved in favor of the definitions set forth elsewhere. Further, any inconsistency between these definitions and legal requirements is unintended and shall be resolved in favor of applicable law.

"Child, Son or Daughter" means natural, adopted, step, and foster children, a legal ward or the child of an employee "in loco parentis" (standing in place of a parent), who is under the age of eighteen (18) years, or who is eighteen (18) years or older to the extent the person is incapable of caring for themselves due to mental or physical disability.

"Family Leave" means leave related to an event that increases the size of the employee's family by birth, or adoption, or the acceptance of a child for foster care, or related to the serious illness of a parent.

“FMLA” means the Family and Medical Leave Act or leave permitted under the Family and Medical Leave Act.

“Jury Leave” means leave with pay granted when an employee is required to be absent from work for jury duty or as a subpoenaed trial witness.

“Leave of Absence” means leave without pay for reasons other than those covered by the Family and Medical Leave policy which are considered in the best interest of the City.

“Medical Leave” means leave related to a serious illness of the employee, or the employee's spouse, or the employee's child.

“Occupational Injury or Illness Leave Pay” means the 90 calendar day period in which the City supplements the difference in pay between state workers' compensation division pay and the employee's regular pay granted in the event of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties.

“Parent” means a natural parent of the employee or an individual who stood in as a parent for the employee when the employee was a child.

“Spouse” means only the legally recognized marital partner of the employee.

“Unscheduled Leave” means leave for which the employee did not obtain the required verbal or written approval from the supervisor or Department Head by close of business on the employee's regular scheduled workday prior to the absence.

“Vacation” means paid leave granted to an employee to provide a period of recreation and change from day-to-day routine in order that they may be better able to meet the obligations of their work.

11.2 ELIGIBILITY FOR LEAVE

Eligibility requirements pertaining to the various types of leave are set forth in the pertinent sections of this policy. Any inconsistency between the stated eligibility requirements and applicable law is unintended and shall be resolved in favor of such law.

Claiming leave or benefits under any conditions other than those permitted by these regulations shall be cause for disciplinary action. Falsification of any written evidence or feigning eligibility pertaining to leave by any employee shall constitute grounds for dismissal and such employee shall be subject to all actions and remedies at law for recovery of all monies paid to such employee by reason of said false written evidence or affidavits or feigning.

11.3 VACATION

1. Policy

Vacation is paid leave granted to an employee to provide a period of recreation and change from day to day routine in order that they may be better able to meet the obligations of their work.

2. Vacation Administration

- a. A full time employee shall be eligible for Vacation as prescribed in section 3 below.
- b. Any accrued Vacation benefit in excess of the permitted total carry over limit as prescribed below which is neither used nor reimbursed under the "Pay in Lieu" provision prior to 11:59 PM on December 31, shall be forfeited and shall not be carried forward to the subsequent year, except that upon employee request made on or before the immediately preceding November 30, the City Administrator may waive this restriction in writing when unusual employee circumstances exist and it is in the best interest of city operations.

YEARS OF SERVICE	PERMITTED TOTAL CARRY OVER
0 to 2 yrs. (80.08 hours annual accrual)	120.08 hours
3 to 4 yrs. (100.10 hours annual accrual)	140.10 hours
5 to 9 yrs. (120.12 hours annual accrual)	160.12 hours
10 to 14 yrs. (160.16 hours annual accrual)	200.16 hours
15 to 19 yrs. (180.18 hours annual accrual)	220.18 hours
20 yrs. or more (200.20 hours annual accrual)	240.20 hours

Years of service shall mean total years of continuous full-time employment with the City as of December 31 of the year from which vacation leave will be carried from.

- c. If an employee is laid off, resigns, retires or is dismissed and the employee is eligible for Vacation which has not been taken, the employee will be entitled to a payment in lieu of the Vacation, except that new employees terminated before successfully completing their first probationary period shall not be paid for unused Vacation. If an employee dies and was eligible for Vacation which had not been taken, payment in lieu of Vacation shall be made to the legal representatives of the employee's estate or any other properly designated individual. To determine payment in lieu of vacation under this paragraph, the City generally determines the hourly rate by dividing the employee's annual salary by 2,080 hours, the number of full-time hours worked per year.
- d. An employee shall be granted a day off with pay for an authorized holiday occurring during the employee's Vacation.

- e. An employee that uses two (2) or fewer days of the combination of paid FMLA Leave and accrued Sick Leave in a calendar year shall be granted an additional eight (8) hours of Vacation in the following year. A day of such leave shall be determined by the regularly scheduled hours of work per day of employee.

3. Eligibility for Vacation

An employee is eligible to utilize accrued Vacation after the first thirty (30) calendar days of full-time service with the City with the Department Head's approval.

Vacation accrues and is based upon years of continuous, full-time employment with the city. The rates of vacation accrual are:

- a. Any employee who has completed less than three (3) years of employment will accrue 3.08 hours per full pay period worked.
- b. Any employee who has completed three (3) years of employment but less than five (5) years of employment will accrue 3.85 hours per full pay period worked.
- c. Any employee who has completed five (5) years of employment but less than ten (10) years of employment will accrue 4.62 hours per full pay period worked.
- d. Any employee who has completed ten (10) years of employment but less than fifteen (15) years of employment will accrue 6.16 hours per full pay period worked.
- e. Any employee who has completed fifteen (15) years of employment but less than twenty (20) years of employment will accrue 6.93 hours per full pay period worked.
- d. Any employee who has completed twenty (20) or more years of employment will accrue 7.70 hours per full pay period worked.

Paid leave shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding fourteen (14) consecutive calendar days of unpaid leave will cease to accrue Vacation for the duration of unpaid leave.

If determined to be in the best interest of the City in order to recruit for a department head position or other position as deemed appropriate by the City Administrator, the City may negotiate a higher rate of vacation accrual than that prescribed in the above schedule in an amount not to exceed 160.16 hours per year or 6.16 hours per pay period work. In such event there will not be an increase until the amount prescribed in the above schedule exceeds the initial negotiated amount.

4. Pay in Lieu of Vacation

Pay in lieu of vacation is bonus pay permitted for a city fiscal year maximum of eighty (80) hours, or such different maximum as may be established in annual budget appropriations. In no event shall an employee be allowed to qualify for an amount of pay-in-lieu such that it would reduce his/her total vacation balance to fewer than eighty (80) hours on the date on which payment of pay-in-lieu of vacation is made. Full-time employees who have not successfully completed their first probationary period are not eligible to apply for pay in lieu of vacation.

Requests for pay in lieu of vacation are subject to written approval by the City Administrator pursuant to the following guidelines:

- a. Any employee who fails to submit a request to his Supervisor by May 15 of the current fiscal year or other deadline as established by the City Administrator, may receive pay in lieu of vacation during the current city fiscal year only in the event sufficient funds for such purpose are budgeted and available.
- b. Normal payment of pay in lieu of vacation shall be made as soon as practical, but no later than the last pay period of the current fiscal year in which the request is timely made.
- c. Pay in lieu of vacation may be made at times other than the normal time, upon written approval of the City Administrator.
- d. Each hour of pay-in-lieu-of-vacation shall be equal to pay at the employee's hourly rate and shall be calculated by dividing base annual salary by 2,080 hours, the number of full-time hours worked per year.

5. *Scheduling Vacation*

Requests to schedule vacation shall be subject to approval by the Department Head, to assure adequate staffing. An employee who has commenced a scheduled vacation may not substitute sick leave or other forms of paid leave for any part of such scheduled vacation, except as otherwise approved by the Department Head in their discretion in extreme circumstances such as an injury or illness resulting in hospitalization.

11.4 SICK LEAVE

1. *Policy*

Sick leave is paid leave granted to eligible employees under the following circumstances:

- a. When the employee is injured or is too ill to perform their duties.

- b. Medical or dental examinations or treatments for the employee. Each employee is expected to schedule routine medical and dental appointments on their own time to the extent possible; otherwise, Sick Leave time may be used with the advance permission of the Department Head or appointed designee(s).
- c. Sick leave and reasonable accommodations shall be made available due to pregnancy, childbirth and recuperation in compliance with the Pregnancy Discrimination Act and the Pregnant Workers Fairness Act.
- d. To provide care due to illness or injury to a member of the employee's household or immediate family, or for bonding within six months following the birth or adoption of a child, up to a maximum combined total of one hundred twenty (120) hours in a calendar year. "Immediate family" for the purposes of Sick Leave shall include the employee's spouse, child, or parent.
- e. *Other Parental Leave* - Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild. If the situation qualifies under FMLA, paid FMLA leave would apply as provided below.

2. Sick Leave Administration

a. Eligibility

- i. An employee is eligible to utilize accrued Sick Leave after the first thirty (30) days of full-time service with the City with the Department Head's approval, unless otherwise provided for by federal or state law.
- ii. Each new full-time employee shall accrue five and six tenths (5.6) hours of Sick Leave for each full pay period of full-time service rendered to the City during the initial twelve (12) months of full-time service; and thereafter, will accrue three and seven tenths (3.7) hours of Sick Leave for each full pay period of full-time service rendered to the City. Paid leave shall not be deemed to be an interruption to a full pay period of full-time service. Each full-time employee exceeding fourteen (14) consecutive calendar days of unpaid leave will cease to accrue Sick Leave for the duration of unpaid leave.

However, in no event shall any employee accrue more than one-thousand and fifty-six (1,056) hours of Sick Leave, and at no time shall Sick Leave be considered a

benefit convertible to compensation during employment or at the time of separation from employment.

3. *Charging of Sick Leave*

Saturdays, Sundays and paid holidays occurring during an approved Sick Leave shall not be considered as days of Sick Leave, unless the employee was scheduled to work on the specific day. Employees using Sick Leave shall be considered to be working for purposes of determining Vacation eligibility.

4. *Notice Required*

Thirty days advance notice by the employee of the intent to utilize Sick Leave is required if the need for leave is foreseeable, including the extent known of the leave when known. If the event is to begin in less than thirty days from the date of notice, the employee must provide as much notice as practicable. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration. When utilizing Sick Leave only (and not also FMLA, which is addressed below), the employee is responsible for providing notice to their Supervisor before work or within the first hour of the employee's normal workday on each day of absence, to the extent practicable. Failure to provide timely notice may be cause for denial of Sick Leave Pay and may result in discipline including termination.

5. *Proof of Illness – Sick Leave*

If an employee utilizes Sick Leave only (and not also FMLA which is addressed below) for more than three (3) consecutive days, they shall promptly provide proof of illness for the employee or his/her immediate family member as defined in the policy to their Department head or designated assignee. Additionally, a Department Head may request such proof for any days of non-FMLA sick leave. Failure to provide such proof of illness shall result in forfeiture of Sick Leave Pay and may result in discipline including termination.

6. *Sick Leave Absence Reporting Required*

Sick Leave absence shall be entered into the timekeeping software system on the first day of leave by the Department Head or appointee. An attempt will be made by the Department Head to ascertain when the employee may be expected to return to work.

7. *Donation to Sick Leave Bank*

Any full-time employee who has completed one year of service and is no longer in probationary status, who is unable to do their job assignment because of illness or injury, and who anticipates that they will exhaust all accrued paid leave rights, may request a voluntary donation of unused Vacation or Compensatory Overtime Leave from other

employees. Donated time shall not be applied until after the employee has exhausted all accrued paid leave. An employee may receive such donated leave for a maximum of seven hundred twenty (720) hours following their last day of paid time off.

Any full-time employee is eligible to voluntarily donate a portion of their accrued Vacation or Compensatory Overtime Leave to an employee requesting such donation. Donations shall only be made in four (4) hour increments. All donations shall be credited to the Sick Leave accrual bank of the recipient employee on an hour-for-hour basis.

The city shall provide the forms and maintain the necessary records to implement this donation program. The city shall not be responsible for the solicitation of such donations.

8. *Status of Benefits While on Sick Leave*

See section 11.14 for an explanation of benefit status regarding Sick Leave.

11.5 OCCUPATIONAL INJURY OR ILLNESS LEAVE

1. *Policy*

In the case of a bona fide occupational injury or illness incurred in the performance of an employee's city job, which necessitates absence from assigned duties, the policy of the City is that the state workers' compensation program shall be the primary source of income maintenance subject to occupational injury pay provisions outlined in this section.

2. *Compensation*

The employee who is injured on the job or has a job-related illness shall be placed on Occupational Injury or Illness Leave and receive occupational injury leave pay by the City in accordance with the provisions of this section. A full-time employee injured on the job shall receive occupational injury pay pursuant to this section 11.5 which is the full-time employee's regular compensation less any amount paid to the employee by the state workers' compensation program from the date of the injury.

Employees must report earnings received from the Missouri Workers Compensation Division to the Finance Director who shall ensure all appropriate adjustments are made to the employee's compensation due from the City. In no case shall an employee receive a combination of workers compensation payments and occupational injury pay which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess occupational injury pay received from the City.

3. *Duration of Leave*

The maximum duration of Occupational Injury and Illness Leave pay from the City shall be 90 calendar days per injury. During this 90 calendar day period utilization of paid FMLA Leave, Sick Leave and Vacation will not be required. However, concurrent use of available Medical Leave is required during Occupational Injury and Illness Leave but shall not reduce available paid FMLA Leave.

Occupational Injury and Illness Leave pay shall be discontinued upon the earliest occurrence of any of the following events:

- a. the date such employee shall be determined to be permanently disabled pursuant to the State Workers' Compensation Law;
- b. the date such employee is determined and certified to be able to return to work by the City's appointed physician, provided, however, if the employee is only allowed to return to restricted duty work and then needs to return to Occupational Injury and Illness Leave due to unavailability of such work or expiration of the time allowed for such work under this manual, they may use any balance remaining of the 90 calendar day Occupational Injury and Illness Leave period;
- c. the elapse of 90 calendar days of utilized Occupational Injury and Illness Leave pay;
- d. the employee submits a fraudulent report;
- e. the employee fails to seek or take prescribed medication/treatments as directed by the attending physician;
- f. the employee fails to submit to examination by the City's appointed physician at the time and place prescribed by the City; or
- g. the employee refuses to sign a release of information authorizing the City to receive pertinent medical information from private care providers or hospitals.

4. *Options Upon Expiration of Occupational Injury Leave*

- a. Utilization of Sick Leave, Medical Leave and Vacation benefits: after the expiration of the Occupational Injury and Illness Leave pay, the employee should consult the provisions of the Sick Leave, Medical Leave and Vacation, Personal Leave and Compensatory Leave sections of this policy. Any available paid leave must be used. In no case shall an employee receive a combination of City-paid leave and state workers' compensation earnings which exceeds the employee's regular compensation. In the event this occurs, the employee must repay to the City any excess pay received from the City.
- b. Leave of absence: once other benefits are exhausted, until the employee is determined to be able to return to work or is determined to be permanently disabled by the state workers' compensation division the employee will be placed on leave of absence unless and until other circumstances cause the City to layoff or terminate the employee.

- c. Pay: once paid leave benefits are exhausted, the employee shall only receive state-mandated workers compensation earnings.

5. *Authorization to Return to Work*

Prior to returning to work after Occupational Injury or Illness Leave, the employee must receive a release from the City's appointed physician authorizing the employee to return to duty. The release must state physical limitations, if any, the employee may have and the expected duration of such limitations. A full release must be provided to the City in order to release the employee to unrestricted duty (see section 11.6 for return to work with restrictions).

11.6 RESTRICTED WORK

1. *Job-Related Injury or Illness*

Employees sustaining job-related injury, illness or medical condition should apply to return to work as soon as possible when medically permissible. The employee should notify their supervisor as soon as possible of an ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining the restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Work assignments are subject to the work restrictions determined by the City's physician. Employees returning to work with restrictions will be placed on limited-duty status subject to subsection 4. Limited duty work assignments may be within an employee's current job classification, or in a different classification.

2. *Non-Job-Related Injury or Illness*

Employees seeking to return to work after non-job-related injury, illness or medical condition may be allowed to return to work on restricted work status, subject to subsection 4. The employee shall notify their supervisor of their ability to return to work subject to restrictions, with available information about such restrictions. Approval of restricted work status requires a written request from the employee, a written statement from the employee's physician outlining work restrictions and that the employee can reasonably be expected to return to unrestricted work, a written recommendation from employee's direct supervisor outlining the proposed scope of work, the approval of an employee's Department Head, and the approval of the City Administrator. Restricted work assignments may be within an employee's current job classification, or in a different classification.

3. *Physical Activities*

Employees on a restricted work schedule may not engage in physical recreational activities, secondary employment, or other activities outside of work if such activities conflict with any restriction placed upon the employee by the physician.

4. *Duration of Restricted Work*

Restricted duty assignments are temporary and shall be limited to two hundred seventy (270) calendar days per injury, illness or medical condition and shall conclude as soon as medically permissible. Restricted duty assignments will be assigned based upon availability of work and the employee's skills, knowledge and ability. Such assignments are meant to cover a period of recovery. If an employee needs a more permanent arrangement due to long-term disability, they should advise their supervisor that reasonable accommodations should be considered in accordance with the ADA for either their prior job or another open position for which they seek assignment (see section 9.3).

11.7 FAMILY AND MEDICAL LEAVE

1. *Policy*

Family and Medical Leave (FMLA) is a federally-mandated benefit which grants eligible employees up to twelve (12) weeks of unpaid leave during a calendar year for:

- a. serious illness of the employee, their spouse, child or parent.
- b. the birth of a son or daughter of the employee;
- c. the placement of a son or daughter with the employee for adoption or foster care;
- d. incapacity due to pregnancy, prenatal medical, or childbirth.

The City offers paid FMLA as provided below.

2. *Eligibility*

FMLA is available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven (7) years prior to the leave and who have worked a minimum of 1,250 hours during the twelve months immediately preceding the leave.

The available time allowed under FMLA is 12 weeks in a calendar year. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a 28-day period for police department commissioned employees.

In the case where both spouses are city employees, they are jointly entitled to a total of twelve (12) weeks of Family Leave in a calendar years. Each are also individually entitled to twelve (12) weeks of Medical Leave in a calendar year, less any Family Leave taken by them individually.

3. *Notice of Intent to Utilize FMLA Required*

- a. A thirty (30)-day written notice by the employee to the Department Head and the Office of the City Administrator of the intent to utilize FMLA is required if the need for leave is foreseeable. If the event is to begin in less than thirty (30) days from the date of notice, the employee must provide as much written notice as practicable to the Department Head and the Office of the City Administrator. The employee must also provide as prompt notice as possible of changes in dates of leave or anticipated duration.
- b. Approval of FMLA is determined once a completed Certification of Health Form (WH-380-E or F) has been received and reviewed by the Office of the City Administrator, in accordance with applicable law.

4. *FMLA To Run Concurrent with Applicable Paid Leave*

1. Unpaid FMLA Leave

After an employee has received all available FMLA pay as provided below, they shall be required to utilize available paid Sick Leave concurrently with FMLA, if the event qualifies for paid Sick Leave under Section 11.4. When available paid Sick Leave is exhausted, the employee must then use available Vacation Leave concurrent with FMLA. When available Vacation Leave is exhausted, the employee must use any available Personal Days and/or Compensatory Overtime Leave, in that order.

2. Paid FMLA Leave

At any time that an employee on FMLA leave is receiving pay (for example such as paid Occupational Injury or Illness Leave) other than the paid leave referenced in section 11.7.4.1, the employee is not required to use paid leave under section 11.7.4.1 concurrently with the FMLA leave. If the employee is not receiving full pay during such a time period, the employee can use other available paid leave under section 11.7.4.1 as a supplement so that they receive full pay, in such manner as the employee and the City may agree.

5. *Medical Certificate Required*

The City requires a certification of the medical condition of the employee, spouse, child or parent from the health care provider when FMLA applies. The employee must obtain the required form to be completed by the health care provider from the City Administrator's Office, in compliance with applicable law.

Prior to returning to work after a period of leave related to their own medical condition, such employee shall obtain a physician's release that indicates whether or not the employee is under any physical restriction, and the nature and anticipated duration of any such restriction.

6. *Second and Third Opinion of Condition*

If the City is not satisfied with the certification provided under subsection 6 above, a second opinion from a health care provider of the City's choice may be required regarding the employee, spouse, parent or child (as applicable) at the expense of the City. If the second opinion conflicts with the first one, the City may require a third opinion to be obtained from a provider jointly approved by the employee and the City at the expense of the City. The third opinion shall be binding on both the employee and the City.

7. *Status of Benefits While on FMLA*

See section 11.14 for an explanation of benefit status regarding FMLA.

8. *Return to Work*

Upon returning to work on or before the expiration of FMLA, the employee will be reinstated to his/her original job or to an equivalent position and at the same rate of pay, without loss of service credit.

9. *Maternity*

An employee shall be allowed reasonable break time (unpaid to the extent allowed by law) to express breast milk for her nursing child after the child's birth each time such employee needs to do so, in a place other than a bathroom that is shielded from view and free from intrusion. There would not be a pay deduction for an exempt employee or for a break less than 20 minutes for any employee.

10. *Other Parental Leave*

Pursuant to Section 105.271 RSMo, a foster or adoptive parent employed by the City may use accrued sick leave or any leave granted without pay to biological parents to take time off for purposes of arranging for the foster or adopted child's placement or caring for the child after placement, and a stepparent as defined in 453.015 RSMo may use accrued sick leave or any leave granted without pay to biological parents to take time off to care for their stepchild. If the situation qualifies under FMLA, paid FMLA leave would apply as provided below.

11. *Paid Family and Medical Leave Act (FMLA) Leave*

The City of Creve Coeur is committed to supporting its employees' family and medical needs while maintaining compliance with FMLA regulations. This policy is designed to facilitate the effective administration of paid FMLA leave fairly and consistently.

Effective on or after July 1, 2024, Paid FMLA Leave is provided to full-time FMLA-eligible employees, to attend to qualifying family and medical needs while ensuring job security and continued income during their absence. Paid FMLA must correspond to a qualifying event under FMLA law as outlined in Section 11.7, and pay is the equivalent of the employee's current base hourly rate.

Full-time employees are eligible for up to one-hundred twenty (120) hours of Paid FMLA Leave per calendar year. An employee applying for Paid FMLA Leave must complete a Request for Family and Medical Leave Form and ensure the healthcare provider certification is provided to the Office of the City Administrator. The City reserves the right to designate FMLA; however, utilization of Paid FMLA shall not be approved until required documentation is received by the Office of the City Administrator.

Paid FMLA Leave runs concurrently with FMLA leave. Employees are required to utilize accrued paid leave (sick, vacation, personal, compensatory time) for FMLA leave exceeding 120 hours. Paid FMLA Leave at no time shall be considered a benefit convertible to compensation during employment or at the time of employment separation.

11.8 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, upon request a full-time employee shall be eligible for up to three (3) eight (8)-hour workdays of paid leave to plan and/or attend the funeral or similar function for that family member. The purpose of this leave is for bereavement, and pre-planning of and attendance at memorial and burial functions. Immediate family, for the purpose of this section, is defined as any person who was the spouse, child, grandchild, sibling, parent, father-in-law, mother-in-law, sibling-in-law, grandparent, or grandparent-in-law of the employee, or the functional equivalent thereof, or any person whose place of residence was in the employee's home. Bereavement Leave and their sick leave are separate and distinct. An employee's use of bereavement leave will not reduce his sick leave balance.

11.9 JURY LEAVE

An employee will be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness. Compensation for such leave shall be limited to the difference between pay received for jury or witness duty and the employee's regular pay. For purposes of gaining credit for Vacation and Sick Leave, jury duty and time spent under witness subpoena shall be considered time worked. The employee must provide documentation of the absence from the appropriate source.

11.10 MILITARY LEAVE

1. *Temporary Annual Training Periods*

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, for a period not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is ordered to training with such component. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to training. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one hundred twenty (120) hours (RSMo 105.270; 38 USC 4301 et seq).

2. *Emergency Active Duty*

Military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or any other right or benefits to which the employee would be entitled if the employee had not been activated, will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty in emergencies declared by the President for short periods of time and for all periods of military service during which the employee is engaged in the performance of duty or training in the service of the state of Missouri at the call of the governor and as ordered by the adjutant general without regard to length of time (RSMo 105.270). Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to such emergency duty. An employee shall receive pay for any work shifts the employee would have been scheduled to work up to one hundred twenty (120) hours (RSMo 105.270, 38 USC 4301 et seq).

3. *Extended Active Duty Leave*

- a. Any employee who is or may become a member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law and who is engaged in the performance of duty in the service of the United States under competent orders for an extended and indefinite period of time, shall be entitled to leave of absence from the employee's respective duties until such military service is completed without loss of

position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule including shift, working days and days off assigned at the time leave commences, and any other right or benefit to which the employee is entitled, and no retirement benefit shall be diminished or eliminated because of such service. (RSMo 41.942).

- b. Military leave without loss of pay will be authorized for an employee who is a member or who may become a member of the National Guard, or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United States or other uniformed service as defined by federal law, not to exceed one hundred twenty (120) hours in each federal fiscal year (October 1 September 30), when the employee is called to active duty for an extended and indefinite period of time.
- c. A fulltime employee that has successfully completed the first probationary period and that is involuntarily called to active duty for other than training may qualify for military differential pay. Full-time employees qualifying for differential pay shall be compensated in an amount that represents the difference between the employee's gross regular semi-monthly pay with the city and the employee's total military pay plus allowances, not including per diem and other expenses related to travel, if such military pay and allowances is less than the employee's regular semi-monthly city pay. Such activated employees, including employees who would otherwise qualify for differential pay but do not qualify as a result of the employee's total military pay being greater than the employee's gross City pay, shall continue to receive all benefits to which the employee would be entitled had the employee not been activated not including life insurance that excludes coverage for military service or any other insurance with a military exclusion and subject to the lawful specific provisions of any insurance policy or pension or retirement plan. For police department commissioned employees, such semi-monthly pay shall be determined using a twenty-eight (28)-day month.
- d. An activated employee shall be entitled to receive military differential pay and benefits as described in subsection 3 subparagraph c of this policy for a period not to exceed one (1) cumulative year of extended active duty status per one (1) year of active employment with the city. Further, an employee must complete at least a one (1) cumulative year of active employment with the city in between each one (1) year period of extended active duty status in which said payments and benefits are received. Said period of active employment with the city shall be calculated as the time between reinstatement to active employment status as provided in section 11.9(6) and the return to extended active duty status. If said period of active employment is less than one (1) year on an employee's return to extended active duty status, the employee will be eligible for said payments and benefits for a period equal to the number of full months worked as an active employee since reinstatement from the last period of extended active duty status.

- e. The following authorized military operations are covered by this policy:

Operation Iraqi Freedom
Operation Enduring Freedom
Operation Joint Forge
Operation Noble Eagle
Operations Desert Falcon and Desert Focus
Operation Intrinsic Action
Operation Joint Guardian
Camp X-Ray

The City Administrator may approve additional operations that are similar to these and that Congress has authorized.

- f. An employee who is a member of a reserve component shall be entitled to an authorized leave of absence to perform funeral honors duty under 38 USC 4316(e).
- g. Military leave shall begin with the employee's next regularly scheduled shift after the employee is called to active duty. An employee who qualifies for military differential pay as described in subsection three (3), subparagraph c shall be entitled to said pay and benefits from the date that his active military status becomes effective or following one hundred twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy. An employee may not qualify to receive military differential pay as described in subsection three (3) subparagraph c until up to one hundred twenty (120) hours of regular city pay for military leave as described in subsections one (1), two (2), and three (3) b of this policy is exhausted. Military leave shall only be charged for hours that the employee would otherwise have been required to work had it not been for such military leave. The minimum charge shall be one hour and additional charges shall be in multiples of the minimum charge. (RSMo 105.270.4).
- h. City health insurance plans are subject to 38 USC 4317. While an employee is on paid military leave, including differential pay as provided above, or if the employee would otherwise qualify for differential pay but does not qualify because his military pay exceeds his City pay, the City shall continue to pay health insurance premiums in the manner that it was making such payments for the employee prior to commencement of the leave.
- i. City and State retirement plans are subject to 38 USC 4318.

3.5 Limit on Total Paid Military Leave

Total paid military leave for temporary annual training periods, emergency active duty periods, and extended active duty periods as described in subsections one (1), two (2), and three (3) b of this policy shall not exceed a combined one hundred twenty (120) hours in a federal fiscal year (October 1 – September 30).

4. *Notice of Leave Request and Orders*

The employee or an appropriate military officer shall provide as much advance notice of a leave request as practicable under the circumstances and to the extent possible shall provide the approximate beginning and ending dates of the period of such military service. A copy of orders should be provided as soon as practicable, if not already submitted with a request for annual, emergency, or extended active duty military leave. To substantiate any payment of salary is made covering the period of leave, as soon as practicable the employee shall file with the City Administrator an official order from the appropriate military authority as evidence of such duty, which order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of such order (RSMo 105.270.2).

5. *Other Leave During Military Leave*

An employee on military leave may elect to utilize vacation or similar leave during temporary training periods or emergency active duty periods in excess of one hundred twenty (120) hours and extended active duty in excess of one (1) year. The employee may not be required to utilize vacation or similar leave for military service (38 USC Sec. 4316(d)).

6. *Reinstatement*

a. An employee who serves active duty in any branch of the Armed Forces for the United States or other uniformed service as defined by federal law for a period not to exceed five (5) years (unless such period is extended by law), not including service periods for temporary annual training and temporary emergency active duty, or who is a member of state military force or national guard ordered or called to active duty by the governor of that state, or a member of any reserve component of the U.S. armed forces, having given advance notice of such service or being excused by law from providing such notice, may request reinstatement to the employee's former position, or a comparable position with similar status, compensation and benefit entitlement, provided the employee has received an honorable discharge and is qualified to return to full-time duties. The time limits for returning to work are as follows (38 USC Sec. 4312(e), 40.490RSMo):

- Less than thirty-one (31) days service (or absence for purpose of an examination to determine fitness to perform service in the uniformed services regardless of

duration): The employee must report for work by the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.

- Thirty-one (31) to one hundred eighty (180) days service: The employee must apply for reemployment no later than fourteen (14) days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- One hundred eighty -one (181) days of service or more: The employee must apply for reemployment no later than ninety (90) days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two (2) years (or longer if required by law) for persons who are hospitalized or convalescing due to injury or illness incurred in or aggravated during the performance of service in the uniformed services.

The application for reinstatement shall be addressed to the City Administrator and shall include all documentation required by law. Reinstatement shall be evaluated in accordance with applicable law. A person who fails to report or apply for employment or reemployment within the appropriate period of time specified by law shall not automatically forfeit such person's entitlement to rights and benefits, but shall be subject to the conduct rules, established policy, and general practices of the City pertaining to explanations and discipline with respect to absence from scheduled work. (38 USC 4312(e)(3)).

- b. Any employee appointed to a vacancy created by the granting of military leave shall be designated as "military replacement" and the length of such appointment shall be limited to the length of military leave granted the incumbent.

7. *Military Caregiver Leave*

Military Caregiver Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave (or such other period as may be required by applicable law) and who have worked a minimum of one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the leave and who are immediate family members or next of kin (i.e., closest blood relative) of a covered service member with a serious illness or injury incurred in the line of duty on active duty (including aggravation of preexisting injury or illness). A covered service member is an active member of the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law, or a member who is on the temporary disability retired list, or a military member discharged or released under

conditions other than dishonorable at any time during the five (5)-year period before commencement of leave who needs care due to undergoing medical treatment, recuperation, or therapy for such a serious injury or illness. Eligible employees are allowed up to twenty-six (26) workweeks of unpaid leave in a single twelve (12)-month period from the first day of such leave to care for the covered service member and their injury or illness. Military caregiver leave is an extension of Family Medical Leave. Combined Family Medical Leave and Military Caregiver Leave shall not exceed 26 workweeks per applicable twelve (12)-month period for a single employee. The twenty-six (26) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty-eight (28)-day period for police department commissioned employees. Appropriate certification is required.

If two employees are eligible for Military Caregiver Leave due to the same circumstances, they are only entitled to an aggregate of 26 weeks in a single 12-month period for such leave, either alone or in combination with Qualifying Exigency Leave.

To the extent the employee has available Paid FMLA Leave, they may request to apply such pay during their Military Caregiver Leave.

8. *Qualifying Exigency Leave*

Employees may receive up to twelve (12) weeks of unpaid Qualifying Exigency Leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active military duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as a military member in the National Guard or Air National Guard of Missouri, or any reserve component of the Armed Forces of the United State or other uniformed service as defined by federal law.

Qualifying Exigency Leave is unpaid leave available to employees who have been employed by the City for a minimum of twelve (12) calendar months during the seven years prior to the leave and who have worked a minimum of one thousand two hundred fifty (1250) hours during the twelve (12) months immediately preceding the leave. The twelve (12) weeks of leave will be determined as a total number of hours using the employee's regular work week, which will be determined as an average over a twenty eight (28)-day period for police department commissioned employees. Qualifying Exigency Leave is subject to the procedural requirements of Family and Medical Leave and all such leave shall not exceed twelve (12) workweeks per calendar year for a single employee. Qualifying Exigencies include:

- Issues arising from a covered military member's short-notice deployment (i.e., less than seven (7) days of notice) for a period of seven (7) days from the date of notification;

- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Certain parental care for military member's parent who is incapable of self-care when care necessitated by the member's covered active duty, such as arranging for alternative care, providing immediate care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, due to the duty or call to active duty status of the covered military member;
- Taking up to one hundred twenty (120) hours of leave to spend time with a covered military member on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status and to address issues arising from the death of a covered military member while on active duty status; other activities arising out of the covered military member's active duty status or call to active duty as may be agreed by the City and the employee.

If two employees are eligible for Qualifying Exigency Leave due to the same circumstances, they are only entitled to an aggregate of 12 weeks in a single 12-month period for such leave. (See above for a combination of Qualifying Exigency Leave with Military Caregiver Leave).

To the extent the employee has available Paid FMLA Leave, they may request to apply such pay during their Qualifying Exigency Leave.

9. *United States Coast Guard Auxiliary Leave*

Pursuant to 41.1005 RSMo, any employee who is or may become a member of the United States Coast Guard Auxiliary shall be granted a leave of absence from their respective duties, without loss of time, regular leave, or of any other rights or benefits to which the employee would otherwise be entitled, for periods during which the employee is engaged in the performance of United States Coast Guard or United States Coast Guard Auxiliary duties, including travel related to such duties, when authorized by the Director of Auxiliary (DIRAUX) or other appropriate United States Coast Guard authority. Leave for such service shall be for no more than fifteen working days in any calendar year, or without regard to the length of time when responding to a state or nationally declared emergency in the state of Missouri or upon any navigable waterway within or adjacent to the state of Missouri. The City shall not be obligated to pay a salary to the employee during this leave of absence. The City shall have the right to request that the employee be exempted from responding to a specific mission.

Notice – both the City and the employee must comply with legal requirements concerning notice of leave and related rights and responsibilities.

11.11 VOTING TIME

An employee eligible and registered to vote in any election held within this state or the State of Illinois or any primary election held in preparation for such election, on the day of such election, shall upon making a request prior to the day of the election, be entitled to leave from duty (if on duty) which would allow three hours of voting time between the time of opening and the time of closing of the polls.

This section shall not apply to a voter on the day of election if there are three (3) successive hours while the polls are open in which the employee is not on duty. Only the authorized Supervisor may specify the three hours between the time of opening and closing of the polls during which an employee may be granted voting leave.

Generally, unless the employee provides proof of actually voting, said leave shall not exceed one hour of paid on duty time for each election day for non-exempt employees. Exceptions may be arranged with the approval of the Department Head. The employee may be required to show a current eligible voter registration card to his Supervisor prior to release for voting purposes; and no employee shall be granted time off with pay for voting who is not eligible to participate in a given election.

11.12 LEAVE OF ABSENCE

An employee may be granted leave of absence without pay for a period not to exceed sixty (60) days in any one calendar year for reasons considered in the best interest of the City. The granting of a leave of absence under this section is to be used for circumstances that are not covered by the Family and

Medical Leave policy (See Sections 11.4 and 11.7). A leave of more than sixty (60) days may be granted only under exceptional circumstances. Leave of absence requires advance approval of the City Administrator.

11.13 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

An employee requesting leave of absence for any reason must fill out a request form thirty (30) days in advance of the date, when practical. In order to receive consideration, the requested leave shall be approved by the employee's Department Head and shall require the approval of the City Administrator.

11.14 BENEFITS WHILE ON LEAVE

1. Paid Leave

An employee on paid leave shall continue to receive all employee benefits including Sick Leave, Vacation, and paid holidays. Benefits, including retirement plan contributions, health, dental, life or any other insurance, shall be continued during paid leave, however, exceptions may apply for holiday bonus pay (see Section 10.5).

An employee on paid leave, for periods exceeding thirty (30) days, shall receive no salary adjustments or pay raises while on such leave.

2. Unpaid Leave Exceeding Fourteen (14) Consecutive Calendar Days

Unless otherwise provided for in this policy, an employee on unpaid leave exceeding fourteen (14) consecutive calendar days shall not accrue Sick Leave, Vacation, Personal Leave, or paid for holidays. Employer contributions under City retirement plans will cease during unpaid leave, unless otherwise provided in the plan documents.

Unless otherwise provided for in this policy, an employee exceeding fourteen (14) consecutive calendar days of unpaid leave shall be required to pay the entire cost of continuing employee benefits, including, but not limited to, health, dental, life and other insurances and fringe benefits throughout the remaining duration of the unpaid leave. Employee payments for such insurances and benefits are due on the same day as equivalent paycheck deductions for other employees. An employee on unpaid leave has a thirty (30)-day grace period in which to make premium payments. If payment(s) are not received by the City Finance Department within the grace period, group health, dental, life and other insurances and fringe benefits may be cancelled, provided the City will notify the employee in writing at least fifteen (15) days before the date that coverage(s) will lapse. Any amounts that have not been paid for coverage prior to such lapse shall remain due and owing from the employee.

3. Occupational Injury/Illness Leave

- a. An employee who has suffered an occupational injury/illness shall continue to receive the employee benefits provided by the City to its employees while on paid leave. Should the employee exhaust paid leave or become placed on an unpaid leave of absence, the employee shall be responsible for the health, dental and life insurance premiums. The extension of the health and dental coverages is governed by the federal law, COBRA.
- b. An employee may not receive FMLA Leave pay, Sick Leave pay, or Vacation Leave pay, or receive Pay in Lieu of Vacation while also receiving occupational injury pay.
- c. An employee on Occupational Injury or Illness Leave, for periods exceeding thirty (30) days, or on a leave of absence, shall receive no salary adjustments or pay raises while on such leave.

4. Family and Medical Leave (FMLA)

During FMLA, the employee shall remain eligible for employee group benefits. The employee is responsible for the payment of the employee's normal share of the City's group medical insurance coverages during such approved leave. The employee is responsible for the payment of any voluntary individual insurance premiums in order for these coverages to be continued during the leave. Benefits under the City LAGERS retirement plan are described in the plan documents and related statutes. The rules under subsections 1 and 2 of this section 11.14 apply.

11.15 UNPAID LEAVE FOR VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE

1. As used in this section 11.15, the following terms mean:

- (1) **"Abuse"**, the same meaning as in section 210.110 RSMo;
- (2) **"Domestic violence"**, the same meaning as in section 455.010 RSMo;
- (3) **"Employee benefit plan" or "plan"**, an employee welfare benefit plan or an employee pension benefit plan or a plan that is both an employee welfare benefit plan and an employee pension benefit plan;
- (4) **"Employment benefits"**, all benefits provided or made available to employees, including life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan";

(5) **“Family or household member”**, for employees with a family or household member who is a victim of domestic or sexual violence, a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household;

(6) **“Parent”**, the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter who is a victim of domestic or sexual violence;

(7) **“Qualified individual”**, an applicant or employee who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires;

(8) **“Reasonable safety accommodation”**, an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable;

(9) **“Reduced work schedule”**, a work schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee;

(10) **“Sexual violence”**, a sexual assault, as defined in section 455.010 RSMo, and trafficking for the purposes of sexual exploitation as described in section 566.209 RSMo;

(11) **“Son or daughter”**, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen years of age, or is eighteen years of age or older and incapable of self-care because of a mental or physical disability and is a victim of domestic or sexual violence;

(12) **“Undue hardship”**, significant difficulty or expense, when considered in light of the nature and cost of the reasonable safety accommodation;

(13) **“Victim of domestic or sexual violence”**, an individual who has been subjected to domestic violence, sexual violence, or abuse;

(14) **“Victim services organization”**, a nonprofit, nongovernmental organization that provides assistance to victims of domestic violence or to advocates for such victims, including a rape crisis center, a child advocacy center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process;

2. An employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work pursuant to this section 11.15 to address such violence by:

(1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;

(2) Obtaining services from a victim services organization for the employee or the employee's family or household member;

(3) Obtaining psychological or other counseling for the employee or the employee's family or household member;

(4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or

(5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

3. Subject to 11.15.6, an employee shall be entitled to a total of two workweeks of unpaid leave under 11.15.2 during any twelve-month period. For purposes of this subsection “workweek” shall mean an individual employee's standard workweek. The total number of

workweeks to which an employee is entitled shall not decrease during the relevant twelve-month period. An employee shall not be entitled to take unpaid leave that exceeds the amount of unpaid leave time allowed under the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.). If leave under this section 11.15 also qualifies for FMLA leave, both forms of leave shall be used concurrently and FMLA pay shall apply as provided above.

4. Leave described in 11.15.2-11.15.3 may be taken intermittently or on a reduced work schedule.
5. The employee shall provide at least forty-eight hours' advance notice of the employee's intention to take leave under 11.15.2 to the Office of the City Administrator, unless providing such notice is not practicable. When an unscheduled absence occurs, the City will not take any action against the employee if the employee, upon request of the City Administrator and within a reasonable period after the absence, provides certification under 11.15.6.
6. The City Administrator may require the employee to provide certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes enumerated in 11.15.2. The employee shall provide such certification to the office of the City Administrator within a reasonable period after the City requests certification.
7. An employee may satisfy the certification requirement of 11.15.6 by providing a sworn statement of the employee and the following:
 - (1) Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;
 - (2) A police or court record; or
 - (3) Other corroborating evidence.
8. All information provided to the City pursuant to 11.15.7 including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that

the employee has requested or obtained leave pursuant to this section 11.15, shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

- 9.** Any employee who takes leave under this section 11.15 shall be entitled, on return from such leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- 10.** The taking of leave under this section 11.15 shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. Nothing in this section 11.15 shall be construed to entitle any restored employee to the accrual of any seniority or employment benefits during any period of leave or any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave. Nothing in this section 11.15 shall be construed to prohibit the City from requiring an employee on leave under this section 11.5 to report periodically to the office of the City Administrator on the status and intention of the employee to return to work.
- 11.** Upon the request of the City Administrator, an employee requesting a reasonable safety accommodation pursuant to this section 11.15, shall provide a written statement signed by the employee or an individual acting on the employee's behalf, certifying that the reasonable safety accommodation is for a purpose authorized under this section 11.15.
- 12.** During any period that an employee takes leave under this section 11.15, the City shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
- 13.** The City may recover from the employee the premium that the City paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this section 11.15 if the employee fails to return from leave after the period of leave to which the employee is entitled has expired for

a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, or human trafficking that entitled the employee to leave under this section 11.15, or other circumstances beyond the control of the employee.

14. The City may require an employee who claims that the employee is unable to return to work because of a reason described in 11.15.13 to provide, within a reasonable period after making the claim, certification to the employer that the employee is unable to return to work because of that reason by providing the employer with:

- (1) A sworn statement of the employee;
- (2) Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of such violence;
- (3) A police or court record; or
- (4) Other corroborating evidence.

15. All information provided to the City pursuant to 11.15.14 including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee is not returning to work because of a reason described in 11.15.13 shall be retained in the strictest confidence by the City, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable federal or state law.

16. The City shall make reasonable safety accommodations, in a timely manner, to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence of an otherwise qualified individual:

- (1) Who is:
 - (a) An employee of the employer;
- and

(2) Who is:

(a) A victim of domestic or sexual violence; or

(b) With a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the individual in this subdivision as it relates to the domestic violence, sexual violence, or abuse;

17. 11.15.16 shall not apply if the accommodation would impose an undue hardship on the operation of the City.

18. Nothing in this section 11.15 shall be construed to supersede any provision of any federal, state, or local law, collective bargaining agreement, or employment benefits program or plan that provides:

(1) Greater leave benefits for victims of domestic or sexual violence than the rights established hereunder; or

(2) Leave benefits for a larger group of victims of domestic or sexual violence, as defined in such law, agreement, program, or plan, than the victims of domestic or sexual violence covered under this section 11.15.

State law reference: Sections 285.625 et seq RSMO

SECTION 12 COUNSELING AND DISCIPLINE

12.1 COMMUNICATION OF RULES

Every effort will be made by all Supervisors to counsel employees on the purpose and intent of various rules and regulations in order to encourage genuine cooperation and corrective action.

12.2 PROGRESSIVE COUNSELING AND DISCIPLINARY STEPS

The following steps shall be followed with regard to disciplinary actions:

- a. Minor violations of city rules and regulations, and departmental rules and regulations established by the Department Head as provided for herein, shall be explained to the employee by his Supervisor in a counseling session, indicating the corrective steps to be taken to prevent recurring violations.
- b. Step "a" may be repeated by the Supervisor for a second violation, representing a warning that any further reoccurrence of the rule infraction will result in more severe discipline, up to and including termination. At the time this oral reprimand is given, it will be clearly explained to the employee that a written record of the oral reprimand shall be kept by the Supervisor.
- c. A written reprimand shall be issued by a Supervisor upon the occurrence of a violation of these or departmental personnel rules and regulations warranting such action. The report by the Supervisor shall indicate, but shall not be limited to: the date, time of the infraction of the rule involved, prior record of similar violations and efforts made by the Supervisor to correct the problem indicated. Written reprimands shall become part of the employee's departmental personnel file after the employee is notified and the infraction is reviewed with, and signed by, the employee or a witness upon the employee's refusal to sign.
- d. A suspension is a temporary separation from the city service for disciplinary purposes. An employee may be suspended by his Department Head without pay for a length of time determined appropriate, but not to exceed thirty working days. The Department Head shall provide a written copy of the notice of suspension to the affected employee at the time of the suspension. The City Administrator shall be furnished with a written statement setting forth the cause of such suspension. Suspensions may be effectuated immediately but they may be scheduled and administered at the convenience of the City.
- e. A demotion is a reduction in rank or classification. An employee may be demoted by his department head for disciplinary purposes. Such demotion shall cause the employee's salary to be reduced in accordance with section 5.4 (2). A demotion may only be effected when

there is a lower classification available and a position authorized in the same department for which the employee is qualified.

- f. A Department Head may terminate an employee in his department. The Department Head must give the employee a written notice of termination at the time of dismissal including the reasons therefore and his right of appeal and must furnish a copy of the notice to the City Administrator. A terminated employee will be given the opportunity to respond to the notice of termination.

The first offense of any rule violations may necessitate the by-pass of one or more steps outlined in the disciplinary procedure described above. Any written reprimand issued to an employee under Step "c", without the implementation of the two preceding steps, will require documentation to support the seriousness of the offense and the propriety of the action taken by the Supervisor. All such written reprimands will require the approval of the Department Head prior to issuance to the employee by the Supervisor.

12.3 INVESTIGATION AND REPORT

Reported violations of a city or departmental rule or regulation will be investigated by the Department Head. The investigation will be made with the purpose of ascertaining the facts of the alleged offense. Leave with pay may be required by the Department Head for investigatory periods, but such paid leave shall not exceed five days without City Administrator approval. The Department Head shall keep the City Administrator informed of all such investigations and decisions. The City Administrator may require additional disciplinary action. Investigations of matters concerning sworn employees shall be conducted pursuant to the Police Department SOP and Section 502.590 RSMo.

12.4 GROUNDS FOR DISCIPLINARY ACTION

Any action which is a direct hindrance to the effective performance of the municipal government shall be grounds for disciplinary action against any employee of the City. Whenever and wherever people work together, people must conform to standards of reasonable conduct to maintain an orderly, efficient atmosphere. Accordingly, a city employee may be disciplined up to and including dismissal in order to protect the rights of others and to encourage correct conduct and cooperation. The foregoing does not restrict employees from exercising their legal rights and employees shall not be disciplined, demoted, dismissed, transferred, or placed on status resulting in economic loss as a result of the assertion of their constitutional rights in any judicial proceeding, unless the employee admits to wrongdoing.

SECTION 13 PERSONNEL DISCIPLINARY RECONSIDERATION AND APPEALS

13.1 RECONSIDERATION OF DISCIPLINARY ACTION BY THE CITY ADMINISTRATOR

- a. Any sworn employee and any full time regular (i.e., not temporary or seasonal) employee may ask the City Administrator for a reconsideration of any disciplinary action taken by a Department Head involving demotion, dismissal, transfer, placement on a status, or other action involving economic loss:

The employee's request shall be in writing and presented within seven (7) calendar days of the disciplinary action. The request shall fully set out the employee's basis for seeking reconsideration and all facts pertinent to the matter including any previous written communication on the issue.

- b. After receipt of the request and after notice to the Department Head and affected employee, the City Administrator shall meet with the employee and the employee may present witnesses or documents to support their position; technical rules of evidence shall not apply. The Department Head shall also be given the opportunity to present witnesses and documents at the meeting supporting the disciplinary action taken. The employee may be represented by a representative of his choosing at the meeting. The City Attorney may represent the Department at the meeting. The City Administrator shall determine the parameters of the meeting, in their discretion.
- c. The City Administrator shall render a written decision to the employee, within seven (7) calendar days of the conclusion of the meeting.

13.2 SUBMISSION OF EMPLOYEE APPEAL TO THE PERSONNEL APPEALS BOARD

a. Form of Request for An Appeal

If the employee is dissatisfied with the City Administrator's decision made pursuant to Section 13.1 or a Department Head or other employee is dissatisfied with the City Administrator's direct disciplinary action against them (unless otherwise provided by law, i.e., Section 106.273 RSMo subject to constitutional limitations such as Mo Const Art 6, Sec 22) the employee may submit a request in writing for an appeal to the Personnel Appeals Board ("the Board"). Such request must be addressed to the "Personnel Appeals Board Chairperson" and delivered to the City Clerk at the Creve Coeur Government Center not later than seven (7) calendar days after the City Administrator issues and the employee

receives a written decision pursuant to Section 13.1 or notice of direct disciplinary action from the City Administrator.

b. Receipt of Request for An Appeal from Employee ("Appellant")

Upon receipt of a written request for an appeal, the City Clerk shall forward a copy of the request to the Chairperson of the Personnel Appeals Board. After receipt from the City Clerk, the Chairperson of the Board shall send an acknowledgment of the receipt of the request to the Appellant, and to the Appellant's attorney of record, if any. A copy of such acknowledgment shall be forwarded by the Chairperson to the City Administrator and, if applicable, the Department Head.

The Chairperson shall, at the same time as the acknowledgment is sent to the Appellant as required above, forward a copy of the request for appeal to the members of the Personnel Appeals Board and advise them of the receipt of the request and the need to establish dates for a procedural meeting and for a hearing on the appeal.

c. Assignment of Legal Counsel

The Chairperson may at any time request the City Council to hire legal counsel for the Board. The purpose of legal counsel is to assist the Board with the conduct of hearings and the drafting of decisions, including any findings of fact and conclusions of law, to the extent required by Chapter 536 RSMo.

13.3 PROCEDURAL REVIEW MEETING

- a. The Chairperson may call a Procedural Review Meeting of the Board. The purpose of the Procedural Review Meeting is to review Board procedures for the conduct of the hearing and the preparation of the decision. The Board may consult with legal counsel, if appointed. A Procedural Meeting is an open meeting under the Open Meetings and Records Policy of the City of Creve Coeur in accordance with the laws of the State of Missouri.
- b. During a Procedural Review Meeting, reference should not be made by any Board member or other party to the underlying facts of a specific appeal before the Board. Further, no discussion should be held by any members of the Board concerning the particular facts of the case relating to an appeal. No access to personnel files shall be granted to the members of the Board during a procedural review meeting. All evidence is to be presented later at the hearing.

13.4 HEARING

On an employee disciplinary appeal properly filed with the Board, the Personnel Appeals Board shall conduct a reconsideration and rehearing in accordance with the provisions of Section 590.502 RSMo,

when applicable, and Chapter 536 RSMo and the City of Creve Coeur Personnel Policy and Procedures Manual, and shall render a written decision, including a findings of fact and conclusions of law to the extent required by law.

a. Notification of Hearing Date

The Chairperson of the Board shall notify the Appellant, or the Appellant's attorney of record, in writing, by certified mail, of the date, time and place of the hearing. The City Administrator and Department Head shall also receive notice of the hearing. In accordance with Chapter 536 RSMo, a minimum of a ten (10)-day notice shall be given prior to the hearing. The hearing notice shall comply in all respects with the requirements of Chapter 536 RSMo. Notice of the hearing shall also be posted on the main bulletin board at the Creve Coeur Government Center.

The employee shall have had the opportunity to access and review documents in the City's possession that are a basis for the disciplinary action, at least seven (7) days in advance of the hearing.

b. Board Hearing Procedure

1. Consistent with Section 590.502 when applicable and Chapter 536 RSMo, the hearing shall be conducted in the manner most conducive to determination of the truth and the Board shall not be bound by technical rules of evidence. However, fundamental rules of evidence are to be followed -- hearsay testimony or similar evidence, such as unsigned or unverified documents, do not qualify as competent and substantial evidence. The Board's decision is to be supported by substantial evidence on the whole record. Decisions made by the Board shall not be invalidated by any informality in the proceedings. The Chairperson shall preside over the hearing, subject to direction by a majority of those members that are present. However, with approval of the Board, the Chairperson may assign legal counsel to preside over the hearing as a hearing officer subject to direction by a majority of those members that are present.
2. Hearings before the Personnel Appeals Board shall be closed meetings under the Open Meetings and Records Policy of the City of Creve Coeur as provided for by the laws of the State of Missouri. Notice of the hearing must be posted in conformance with the above stated policy. The Board shall take a vote closing the meeting for the hearing at the start. The transcript shall reflect this action and serve as the minutes.
3. The Board shall determine the relevancy, weight and credibility of testimony and evidence. The Board shall base its findings on the preponderance of evidence.

4. Each party shall be permitted to make an opening statement and closing argument. The City shall first present its witnesses and evidence (exhibits) in support of the charges and the appellant will then present his witnesses and evidence (exhibits) in defense. The City may respond with further evidence and the appellant may likewise reply. The Board may ask questions relevant to the matter while each witness testifies.
5. Each party will be allowed to call and examine and cross-examine witnesses. A witness waiting to testify is to remain outside of the hearing room until called by the Board to testify.
6. Both the City and the appellant may be represented by legal counsel or other representative of their choice.
7. The Board may request witnesses and/or production of other records or material evidence not previously introduced.
8. A court stenographer shall be present to transcribe a complete record of the hearing and to give an oath to witnesses giving testimony. Such record shall be provided to the employee or their attorney on written request. The entire record of the hearing shall remain confidential and shall not be subject to disclosure under chapter 610 RSMo, except by lawful subpoena, court order or other legally sufficient authorization.
9. The Board reserves the right to recess the hearing and reconvene at a later time and/or date. If this is done, the Board shall announce, during the hearing, that the hearing is recessed to a specific time and date. An additional posting of the reconvened hearing shall be made.
10. The Board shall meet in closed session (without any other person present other than legal counsel to the Board) to deliberate and to come to a decision concerning the matter. A majority of the Board members attending the entire hearing and/or reviewing the transcript and evidence must agree on the decision in the matter.
11. Decisions of the Board shall be in writing and shall be issued within forty-five (45) days after conclusion of the hearing. The decision shall include findings of fact and conclusions of law to the extent required by law and shall include a concise statement upon each issue in the case. The decision shall set forth the charges, if any, the Board finds to be sustained and the reasons therefore. A copy of the written decision and findings and conclusions shall be forward to the Appellant or the Appellant's attorney of record and to the City Administrator, with notice of right to appeal if any. The decision of the Personnel Appeals Board shall be final and binding on the City.

c. Procedures to be followed in accordance with Chapter 536 RSMo

1. All witnesses giving oral testimony shall be sworn.
2. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not the subject of the direct examination, to impeach or discredit any witness regardless of which party first called him to testify, and to rebut the evidence against him.
3. A party who does not testify in his own behalf may be called and examined as if under cross-examination, unless otherwise prohibited by law (i.e., Section 590.502 RSMo).
4. The Board shall cause hearings before it to be suitably recorded and preserved by a certified court stenographer attending the hearing. The attendance will be paid for by the City. The transcript will be transcribed on request of the City, the Appellant, or the Board. The City will pay transcription costs. Minutes of the hearing will be kept for the Board's file.
5. Records and documents of the City may be offered in evidence by reference.
6. The Board shall take notice of all matters of which the courts take judicial notice (of undisputed facts of common knowledge which are universally accepted to be true) and, if these matters are relied upon in the Board's decision, the Board is to notify the appellant and allow the opportunity to contest such matters.
7. Evidence to which an objection is sustained by the Chairperson shall, at the request of the party seeking to introduce the same, or at the instance of the Board, nevertheless be heard and preserved in the record together with the cross-examination and the rebuttal.
8. Any evidence received without objection which has probative value (i.e., proving or tending to prove the point) shall be considered by the Board along with the other evidence in the case.
9. Copies of writings, documents and records shall be admissible without proof that the original thereof cannot be produced, if it shall appear by testimony or otherwise that the copy offered is a true copy of the original. If an objection to the evidence is sustained by the Chairperson, the party shall be given an opportunity by the Board to present the original evidence.
10. Any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of an act, transaction, occurrence or event, shall be admissible

as evidence of the act, transaction, occurrence or event, if it shall appear that it was made in the regular course of business, and that it was the regular course of business to make such memorandum or record at the time of such act, transaction, occurrence or event or within a reasonable time thereafter.

11. Statistical examinations, audits, studies, surveys, interviews with many people, including long complicated accounts, or a large number of figures, etc., may be admitted upon the testimony of a witness present at the hearing who testifies to the accuracy of the information.
12. Any party desiring to introduce an affidavit in evidence at a hearing may serve notice on all other parties including copies of the affidavit. An objection may be filed by the other party. If notice was received less than eight days prior to the hearing, the objection may be filed at the hearing.

13.5 BOARD ACTIONS DURING PENDING INVESTIGATIONS

Pursuant to Section 590.502 RSMo, the Board shall consider petitions for extension of time to complete an investigation regarding a sworn employee, or the tolling of such an investigation pending a criminal investigation regarding the same alleged conduct. Notice and hearing shall be provided in accordance with Section 590.502. The Board shall also consider requests for protective order pursuant to Section 590.502.

SECTION 14 EMPLOYEE GRIEVANCE PROCEDURE

14.1 POLICY

It shall be the policy of the City to ensure fair and just treatment of employee concerns; to foster good communications between personnel to ensure employee problems are recognized and reviewed in a timely manner; and to provide a procedure to handle concerns expressed by the employee. Employees shall receive the opportunity to discuss a complaint in order to find a mutually satisfactory solution as rapidly as possible. Any employee may utilize the grievance procedure. An employee utilizing the procedure in the presentation of grievances at any supervisory level is assured of freedom from undue restraint, unreasonable interference, or unlawful discrimination or reprisal. Employees shall not be afforded nor have legal counsel present at any level of the grievance procedure; however, a co-worker may be present as a witness.

14.2 DEFINITION

A “***grievance***” is a complaint by an employee concerning the interpretation or the application of city personnel policies, departmental rules and regulations, his working conditions, and his relationship with co-workers(s) or Supervisor(s).

14.3 EXCLUSIONS

An employee may not submit a grievance challenging the City's right to direct employees, or determine the methods, means and resources to conduct city operations. An employee seeking to appeal a disciplinary action shall follow the procedure outlined in Section 13 of this manual.

14.4 PROCEDURE TO RESOLVE COMPLAINTS

- a. An employee who has a grievance shall present the grievance in writing by submitting form CA-2009-1 in a timely manner to the employee's immediate Supervisor. The immediate Supervisor shall attempt to resolve the matter promptly and fairly. Nothing in this policy shall prevent an employee from first attempting to resolve a complaint by informally meeting with his or her immediate supervisor without presenting written grievance (form CA-2009-1).
- b. If the immediate supervisor or a supervisor in the employee's chain of command receives a written grievance and is unable or fails to settle the issue, the supervisor shall forward form CA-2009-1 within seven (7) calendar days to the next supervisory level, which may be the Department Head. The employee may, in rare circumstances when the situation warrants, by-pass the immediate Supervisor and present his concern directly to the Department Head. By-passing the immediate Supervisor is not encouraged as the policy of the City. If the

employee is not satisfied with the decision at this level, he may appeal to the Department Head within seven (7) calendar days of the decision.

- c. The Department Head shall review the written report and shall confer with the employee and the Supervisor(s) involved before rendering a decision. Such decision shall be in writing and shall be delivered to the employee within fourteen (14) calendar days, exclusive of scheduled leaves or illness, of the date on which the written appeal was received by the Department Head. The Department Head shall audio record the conference. The Department Head's audio recording shall be the official recording of the conference.
- d. If appeal to the Department Head fails to settle the grievance, the employee may, within seven (7) calendar days of receipt of the Department Head's decision on the appeal, submit an appeal in writing to the City Administrator. Upon receipt of such appeal, the City Administrator shall review all facts pertinent and within fourteen (14) calendar days schedule and conduct a conference on matters pertinent to the grievance. The decision of the City Administrator shall be in writing and shall be delivered to the employee within seven (7) calendar days after the conference. The decision of the City Administrator shall be final with regard to grievance appeals.
- e. All grievances (form CA-2009-1) shall be forwarded through the chain of command to the Office of the City Administrator where a grievance file shall be maintained and reviewed annually.

SECTION 15 FRINGE BENEFITS

15.1 GENERAL DESCRIPTION

The following benefits are currently made available to regular, full-time employees of the City. The City reserves the right to alter, adjust or modify the benefits offered to its employees including the levels and availability of coverage based on budgetary considerations and costs of the benefit to the City:

- a. group medical and dental insurance;
- b. life insurance, accidental death and dismemberment insurance and disability insurance;
- c. LAGERS defined benefit retirement plan and deferred compensation plans;
- d. participation in employee development or training programs including tuition reimbursement;
- e. paid holidays;
- f. annual vacation;
- g. sick leave;
- h. other benefits as approved by the City Council.

15.2 RETIREMENT PLANS AND DEFERRED COMPENSATION

The City sponsors several different retirement and deferred compensation plans. Additional information is available from the Office of the City Administrator.

15.3 INSURANCE COVERAGE UPON RETIREMENT

Whenever an employee meets the retirement conditions under the applicable City retirement plan¹, the employee may elect to retire and receive applicable benefits.

¹ Under the LAGERS statutory plan, **Normal Retirement Age** is age sixty (60) years, except fifty-five (55) years for police officers. **Early Retirement Age** means retirement after five years of credited service and within five (5) years of minimum service retirement age, see 700.670 RSMo.

²For purposes of this section 15.3, date of hire refers to most recent date of hire for those who have had a separation of service.

³A spousal health insurance surcharge may apply (reference section 15.12).

In addition, the City makes available insurance to a retired employee and qualified dependent(s), subject to the terms of the applicable coverage and subject to timely payment of applicable premiums to City or directly to provider through COBRA as follows:

a. For the Regular, Full-Time Employee Who Works Until Normal Retirement Age under LAGERS:

1. Employee Hired Before July 1, 2001:²

The City will pay the same percentage of the employee and dependent³ health insurance premium as it is paying for an active employee until the retired employee becomes ineligible for this insurance, due to eligibility for Medicare coverage, which is a qualifying event under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). At the time the retired employee becomes ineligible for group coverage, the retired employee and dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

2. Employee Hired On or After July 1, 2001:

Effective on or after July 1, 2024, the City will pay a fixed rate of three hundred dollars (\$300) toward the retiree-only insurance premium until the retired employee becomes ineligible for this insurance, due to eligibility for Medical coverage, which is a qualifying event under COBRA. The retired employee may continue individual or family health coverage through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; (2) the retired employee completed a minimum of five (5) consecutive years of regular full-time service with the City before retirement; and (3) retired employee timely pays the total difference in cost of the elected coverage to the City.

At the time the retired employee becomes ineligible for group coverage, the retired employee and dependents, who had City group coverage on the day before the qualifying event, shall be eligible to continue City group coverage under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end they may not enroll at a later date.

b. For a Regular, Full-Time Employee, Who Shall Work Until Early Retirement Age (as defined under LAGERS:

1. Employee Hired before July 1, 2001:

The early-retired employee, who had City group coverage on the day before early retirement, may continue individual or family health insurance through the City's group policy, provided: (1) the City's health insurance carrier makes such coverage available; and (2) the early-retired employee timely pays the total actual monthly cost of the coverage to the City, until the early-retired employee has reached normal or minimum retirement age (see above) or becomes ineligible for this insurance due to eligibility for Medicare coverage.

Once the early-retired employee reaches such normal retirement date, the City will pay the premium for individual or family insurance for the early-retired employee at the same percentage for an active employee until the early-retired employee becomes ineligible for group coverage due to eligibility for Medicare coverage. Alternatively, the early-retired employee may continue individual or family health insurance under the provisions of COBRA.

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and then-covered dependents will end and this is a qualifying event for the retired employee and dependents and they shall be eligible to continue City group coverage under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

2. Employee Hired On or After July 1, 2001:

The early-retired employee and dependents, who had City group coverage on the day before early retirement, may continue as group participants through the City's group policy provided: (1) the City's health insurance carrier makes such coverage available; (2) the early-retired employee has completed a minimum of five (5) consecutive years of regular full-time service with the City prior to early retirement; and (3) the early-retired employee timely pays the total actual monthly cost of the coverage to the City.

Alternatively, the early retired employee may continue individual or family health insurance under the provisions of COBRA.

Effective on or after July 1, 2024, once the early-retired employee reaches such normal retirement date, the City will pay a fixed rate of three hundred dollars (\$300) toward the retiree-only insurance premium until the retired employee becomes ineligible for this

insurance, due to eligibility for Medical coverage, which is a qualifying event under COBRA.

Regardless of the option chosen, when the retiree becomes eligible for Medicare, coverage for the retiree and covered dependents will end and this is a qualifying event for the retiree and dependents as defined under COBRA and they shall be eligible to continue City group coverage under the provisions of COBRA. Once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

c. Dental and Vision

Effective July 1, 2023, retirees who worked to early or full normal retirement as defined by LAGERS may continue as group participants through the City's group policies provided: (1) the City's dental and vision insurance carriers make such coverage available; (2) the retired employee has completed a minimum of five (5) consecutive years of regular full-time service with the City prior to retirement; and (3) the retired employee timely pays the total actual monthly cost of dental and/or vision. A retired employee who drops his/her individual or family group dental and/or vision insurance at any time after retirement is not eligible to re-enroll and the decision is irrevocable.

d. One-Time Health Insurance Re-Enrollment Option

At the time a retired employee subject to Sections A or B above becomes ineligible for group coverage, his/her dependents who had City group coverage on the day before the qualifying event shall be eligible to continue City group coverage under the provisions of COBRA. A retired employee who drops his/her individual insurance through group coverage with the City while otherwise eligible shall also drop all family insurance, but may re-enroll for such individual and family coverage provided the following conditions are met: (1) the retired employee dropped individual or family insurance through group coverage with the City because of enrollment for other group coverage, (2) the retired employee ceases to be covered under the other group coverage, and (3) the retired employee re-enrolls for individual or family insurance group coverage with the City during the normal open enrollment period for group health insurance held annually in June and before becoming eligible for Medicare. This opportunity to re-enroll is limited to one time per lifetime. Upon successful re-enrollment, the retired employee will be subject to the provisions of Sections (a) and (b) above, as applicable. A retired employee who continues individual coverage may make changes in family coverage in the same manner as employees.

Alternately if a retiree elects COBRA coverage, once the maximum period of coverage provided under COBRA expires, participation in the City's group health insurance will end and they may not re-enroll at a later date.

e. Medicare

When a retired employee subject to Sections (a) or (b) above becomes eligible for Medicare coverage, group coverage will terminate. The retired employee and dependents who had coverage on the day before such termination shall be eligible to continue group insurance coverage with the City's insurer at the total expense under the provisions of COBRA. Once continuous participation in the City's group insurance plan will end and they may not re-enroll at a later date.

15.4 PROFESSIONAL DUES

Employees may, with the approval of the City Administrator, have professional municipal organization dues paid by the City provided that the membership benefits the City by assisting the employee with his assigned duties and responsibilities. Membership payments shall be subject to the availability of funds as provided in the annual budget.

15.5 TRAINING AND CONFERENCE ATTENDANCE

Training and Conference attendance expenses incurred for an employee's professional development and to assist in the development of his skills, knowledge, abilities and to assist him in staying abreast of his field and to perform more effectively the duties of his position in the city service, which shall be deemed beneficial to the City of Creve Coeur, shall be paid by the City, subject to the approval of the Department Head and the City Administrator and the limits of authorized appropriations.

15.6 TUITION REIMBURSEMENT PROGRAM

In order to be eligible for this program, an employee must have completed his first probationary period and be a full-time employee of the City.

- a. Reimbursement for tuition during any one calendar year shall not exceed \$3,600.
- b. The course must be job-related and in the field of employment, including:
 - 1. Any course required in order to complete a baccalaureate degree will be approved.
 - 2. Approval for courses outside the normal field of employment but which are related to job positions in other areas of the city government will be considered based upon the employee's career development and job opportunities in other departments.
 - 3. In limited instances, courses beyond the baccalaureate degree level may be approved by the City Administrator.
- c. All courses must be approved, in advance of enrollment, by the Department Head, the Director of Finance and the City Administrator and subject to authorized and available appropriations.

- d. If letter grades are used by the educational institution, then a grade of "C" or better for baccalaureate level courses or a grade of "B" or better for graduate level courses must be attained in order to qualify for reimbursement by the City. If a pass/fail or satisfactory/unsatisfactory grading system is used by the educational institution, only grades of "pass" or "satisfactory" will qualify for reimbursement. Proper documentation must be presented by the employee to the Department Head and the Director of Finance prior to any reimbursement being authorized.
- e. In conjunction with tuition reimbursement for a course or courses, the City will also reimburse up to \$400 annually for the cost of required course textbooks upon submission by the employee of the proper receipts for such books and proof the textbooks were required for the class.
- f. In order to receive reimbursement, the employee must execute an agreement which requires two years of service to the City by the employee or repayment of educational benefits received within the past two years will be required. (See Section 9.6)

15.7 UNIFORMS AND CLOTHING MAINTENANCE

Employees required to wear uniforms will be provided with such clothing allocations as deemed appropriate by the Department Head. In such case, the employee shall be required to wear the uniform clothing and to return the full allocation of garments upon separation from city service. The City shall replace uniform clothing damaged through natural wear on the job, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

The City Council may establish clothing allowances where deemed appropriate in lieu of providing uniforms. Such clothing allowances are bonuses that are taxable in accordance with Internal Revenue Service regulations. In such instances, the employee shall be fully responsible for all maintenance and replacement of uniform or clothing.

15.8 SOCIAL SECURITY

All city employees shall participate in the Federal Old Age, Survivors, Disability, and Health Insurance program. Employees' contributions are deducted each pay day and are matched by the City pursuant to Federal law.

15.9 USE OF AUTOMOBILES

Employees required to use their personal automobiles in the course of performing their duties for the City shall be paid an automobile allowance as established by city policy.

Any employee operating a motor vehicle while on duty shall comply with all applicable laws regarding such operation, including but not limited to licensing and insurance requirements. Employees shall refrain from using substances that impair their ability to operate a motor vehicle with the highest

degree of care and refrain from any activity that distracts them from operating a motor vehicle with the highest degree of care, including texting and other use of hand-held communications devices.

15.10 MEDICAL BENEFIT REIMBURSEMENT

In order to incentivize employees to consider obtaining health insurance coverage outside of the City's plan when available and thereby reducing costs for the City, the City shall reimburse a full-time employee who qualifies to enroll in the City's health insurance plan for a portion of the cost they incur for such other coverage if the employee does not enroll in coverage with the City, or is eligible for spousal, child(ren), or family coverage, but elects to enroll in individual coverage only. This reimbursement shall not be available to employees whose spouse or dependent is also a full-time employee of the City, unless both employees do not enroll themselves and their dependents in coverage under the City's health insurance plan.

The annual reimbursement amount shall not exceed six hundred dollars (\$600) per year per eligible employee. Employees are required to complete and submit the Medical Benefit Reimbursement Application (MBRA) to the Office of the City Administrator no later than November 15 of each year to be eligible for reimbursement.

For the purposes of this section, qualifying dependents shall be defined as dependents of the employee that are eligible for coverage in the City's insurance plan as defined in the insurance plan document.

Reimbursements shall be paid in an annual lump sum to all eligible employees on the first payroll date of December each year. Payment shall be based on the number of months that the employee was eligible for the reimbursement over the preceding twelve (12)-month period ending on November 30 of the current year (December 1 through November 30). An employee not meeting the eligibility requirements stated above for the entire twelve (12)-month period shall be eligible for a prorated reimbursement amount based on the number of full months that the employee was eligible during the twelve (12)-month period.

15.11 CITY SELF-INSURED PORTION OF HEALTH INSURANCE DEDUCTIBLE

As of July 1, 2013 the City self-insures up to one thousand one hundred dollars (\$1,100) of the one thousand five hundred dollars (\$1,500) individual deductible and up to two thousand two hundred dollars (\$2,200) of the three thousand dollars (\$3,000) family/dependent deductible in connection with employee enrollment in the City's health insurance plan. The employee is responsible for paying the first four hundred dollars (\$400) of the individual deductible and the first eight hundred dollars (\$800) of the family/dependent plan deductible. Claims shall be submitted in accordance with procedures established by the City Administrator's office. Employees hired before July 1, 2001 who have retired and are receiving the benefit of City payment of a percentage of premium of the City health insurance plan are also eligible to participate in the City' self-insurance of the deductible on the same terms and conditions

as an active employee. The City Council may amend these provisions by resolution at any time in its discretion, and such changes may be incorporated into this policy manual.

15.12 SPOUSAL HEALTH INSURANCE SURCHARGE

On and after January 1, 2021, in an effort to keep costs down for all employees, the City of Creve Coeur requires all employees, or retirees hired before July 1, 2001, who cover their spouses under the City-employee cost-sharing health insurance benefit to be assessed a monthly surcharge if the spouse is eligible for a major medical/prescription insurance plan through their employer which meets minimum value standards on all employee health insurance benefits. This provision does not apply to employee spouses who are covered under Medicare and also under the age of 65, Tricare, or COBRA.

The monthly spousal health insurance surcharge shall be set forth and approved by City Council as part of the annual fiscal budget process.

The spousal health insurance surcharge applies and continues until a completed application to waive spousal health insurance surcharge is submitted and approved by the Office of the City Administrator. If approved for the spousal health insurance surcharge waiver, should a spouse's eligibility status change and the employee or eligible retiree is no longer eligible for the surcharge waiver, the Office of the Administrator must be notified promptly, but no more than 30 days from the qualifying event.

Those individuals eligible for a spousal health insurance surcharge waiver, must renew no less than annually during health insurance open enrollment period, or spousal surcharge fees will apply.

Requests to waive spousal health insurance surcharge shall be on form prescribed by the City, which shall include certification by the eligible employee or retiree that all information is accurate, and that false statements or failure to promptly notify the Office of the City Administrator of any change in eligibility may be subject to disciplinary action up to and including termination of employment, incurring outstanding surcharge fees due to the City, and loss of group City cost-sharing health benefits.

Spousal health insurance surcharge waivers approved prior to January 1, 2021, shall be effective as of that date. Subsequently approved waivers shall be effective on the first day of the next month following receipt of the waiver request. Notice of loss of waiver eligibility status shall be effective the first day of the next month following the date of loss of eligibility.

SECTION 16 EMPLOYEE RELATIONS

16.1 EMPLOYEE SUGGESTIONS

The City Administrator, all Department Heads, and supervisory personnel shall consider all employee suggestions concerning the improvement of city services. Employees are encouraged to bring suggestions to the City Administrator through Department Heads for discussion and consideration. The City Administrator, with the approval of the City Council, may offer recognition for employee suggestions.

16.2 EMPLOYEE APPEARANCE

All employees are required to attire themselves in a fashion that will reflect a positive image. Uniforms shall be required as and when specified. Business attire for non-uniformed employees shall conform to standards of good taste.

16.3 OUTSIDE EMPLOYMENT

For all regular, full-time employees, their job with the City shall be their primary employment. No employee of the City shall use his position to gain another position outside of the city service and no employee shall, in any way, allow such additional employment to interfere with or influence his obligations and duties to the City. No employee shall accept any other employment which results in a conflict of interest, or apparent conflict of interest or the appearance of impropriety, or which adversely affects or impacts upon the functions, activities, or reputation of the City. When working with any other public or private organization, no employee shall wear uniforms or clothing purchased by the City or identified with city employment unless prior approval is granted by his Department Head and authorized by the City Administrator.

A full-time employee seeking to hold outside employment of more than forty (40) hours in one year or eight (8) hours during a given week, is required to submit a written request to his Department Head and City Administrator for approval prior to accepting such a position. This request shall include the name of the company or public agency by whom the individual will be employed, a brief description of the job and duties to be performed, plus all pertinent information regarding insurance, pension plans, other fringe benefits, hours worked per day, and per week, and other work scheduling information.

16.4 ETHICAL CONDUCT

To serve the best interests of the employees, taxpayers, and the city government, it is the policy of the City to restrict certain types of political activity without infringing upon the employees' rights to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party, or person, and to safeguard the interest of the public whom all employees serve without regard to their political opinions or affiliations.

Restrictions on employee political activity, and other standards of ethical conduct, are set forth in the City's Code of Ordinances (130.050 and following sections). Employees should be respectful of each other's viewpoints and avoid extended political debates during working hours.

Responsibilities of employees for detecting and reporting fraud or suspected fraud, corruption, or dishonest activities are set forth in the City's Anti-Fraud and Corruption Policy.

Each new employee is required to read these policies and to sign a certification stating he has done so. The certification is made a part of the employee's personnel file.

16.5 POLICY AGAINST HARASSMENT

The City is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considering harassing, coercive, or disruptive, including but not limited to sexual harassment or any hostile, aggressive or violent conduct. Harassment of a City employee will not be tolerated, and necessary action will be taken to prevent harassment and to address appropriately any reported instances of harassment, sexual or otherwise. Further, any retaliation against an individual who has filed a complaint about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint will not be tolerated.

1. Definitions

"Harassment" means unwelcome conduct that is based on race, color, sex or gender, gender identity, sexual orientation, religion, national origin, ancestry, disability, age, family or marital status, and/or any other characteristic protected by law as well as sexual harassment or any hostile, aggressive or violent conduct. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

"Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Employee Responsibilities

- a. No employee shall either explicitly or implicitly ridicule, mock, belittle or otherwise harass any person.

- b. Employees encountering harassment are encouraged to tell the person that their actions are unwelcome and offensive. Timely documentation of the incident is recommended.
- c. Any employee who has been harassed should report the incident(s) to the employee's Department Head or City Administrator as soon as possible to prevent further harassment and to expedite an appropriate investigation. If an employee is harassed by the City Administrator, the employee should report the incident to the Mayor. If an employee is harassed by the Mayor or a member of the City Council, the employee should report the incident to the City Administrator.

3. Supervisor's Responsibilities

- a. Each supervisor shall assume responsibility for preventing acts of harassment by:
 - 1. Monitoring the work unit for signs of harassment and taking appropriate steps to intervene and resolve the problem;
 - 2. Limiting the work contact between employees where there has been a complaint of harassment, pending investigation.
- b. Supervisors shall assist any person within the Department that comes to them with a complaint of harassment.
- c. Supervisory personnel at all levels shall not be permitted to date subordinates.

4. Investigation

- a. The City Administrator or his/her designee shall be responsible for investigating any complaint alleging workplace harassment that is brought to the City's attention. Employees refusing to cooperate in an investigation shall be subject to disciplinary action.
- b. Any investigation will be conducted by the City in such a way as to maintain confidentiality to the extent practical under the circumstances.

However, employees shall not be precluded from discussing an investigation with each other unless expressly instructed to refrain from such discussions for such period of time as determined necessary by the city to protect witnesses, avert destruction of evidence, avert fraudulent testimony, or prevent cover-up.

If a complaint of workplace harassment is sustained, then the employee committing the harassment will be subject to disciplinary action based on the nature and severity of the

harassment. The disciplinary action may include oral reprimand, written reprimand, suspension, demotion, or dismissal.

Upon completion of the investigation, the person filing the complaint, the person alleged to have committed the conduct, and the supervisor(s) of the involved employees will be advised of the results of that investigation.

Retaliation against either the person(s) who filed the complaint or any person involved in the investigation shall be grounds for additional disciplinary action. An employee determined to have intentionally made a false allegation of harassment against another employee may be subject to disciplinary action, which is not retaliation under such circumstances.

A file of harassment complaints shall be maintained in the City Administrator's office in a secure location.

This policy does not preclude any employee from filing a complaint or grievance with an appropriate outside agency.

16.6 COMMUNITY RELATIONS

Employees should afford every citizen courtesy and consideration. It is particularly important that a full, courteous explanation be given a citizen when it is necessary to refuse a request or when the action requested is outside the jurisdiction of the City. In dealing with citizens' complaints or questions beyond the authority of the employee having direct contact with the citizen, the employee is encouraged to direct the individual to his Supervisor for explanation or assistance.

16.7 EMPLOYEE SAFETY

Employees are expected to follow safety procedures established for their respective departments and to take an active part in protecting themselves, their fellow employees, other people, city equipment and property and private property from injury or destruction at all times.

Employees are encouraged to detect and report to their Supervisors any hazardous conditions or unsafe practices in the work place and to make suggestions for their correction. All employees share the responsibility of protecting themselves, their co-workers and the public from bodily injury and property damage. Accident prevention is a policy of the City of Creve Coeur. Safety procedures shall have the primary goal of eliminating specific hazards to reduce the potential of accidents.

Department Heads and Supervisors shall be responsible for reviewing working conditions and establishing safety rules which provide some means of protection to people and property.

Emphasis shall be placed upon conditions of facilities, equipment, and machines as well as implementation of an overall safety awareness program including:

- a. good housekeeping in the work area.
- b. use of prescribed protective equipment as a condition of employment.
- c. compliance with departmental work rules.
- d. condition of tools including: mechanical, electrical, hand, and power tools.
- e. proper use of a vehicle seat belt while on city business.
- f. proper maintenance of electrical equipment.
- g. proper guarding of open pits, ditches, tanks, etc., and powered equipment and machines
- h. proper storage and handling of flammable/combustible liquids.
- i. training in the use of portable fire equipment and first aid procedures.
- j. reduction of sources of excessive noise and dust through proper ventilation and personal protective equipment
- k. proper training in the elements of a task to identify and plan for any potentially hazardous conditions.

An employee shall report all work related accidents and injuries to his Supervisor as soon as possible after such incident. Failure to make timely reports could have serious consequences with relation to workers' compensation benefits should the injury later prove to be serious, and to claims made against the City by an individual suffering injury in the incident.

16.8 PERSONNEL RECORDS

Personnel Records of all employees shall be maintained in the Office of the City Administrator by the Personnel Officer and shall be available for an individual employee to review his personnel file upon request during normal office hours. The personnel files of Police Department employees may be maintained by the Chief of Police. A full disclosure of Police Personnel records shall be forwarded to the City Administrator's office upon request. Employees shall have the opportunity to provide written response to any adverse materials placed in their personnel file, and such written response shall be permanently attached to the adverse materials. (See 590.502.5 RSMo).

16.9 PAYROLL DEDUCTIONS

The only deductions made from an employee's payroll check are those authorized by law and those which the employee has authorized the City to make as a part of a benefit program. Any payroll deduction must be initially approved by the Personnel Officer before submission to the Finance Office.

16.10 REPORT CHANGE OF ADDRESS

An employee must report any change in address or phone number to his Department Head the next work day after such occurs. Each employee should report all changes in address or phone number to the Personnel Officer through the employee self-service portal in the City's software system in a timely manner but in no case shall the notice be withheld longer than one week.

SECTION 17 POLICY AGAINST SUBSTANCE ABUSE

17.1 POLICY STATEMENT

The employees of the City of Creve Coeur are considered to be a valued resource and the services they provide to the community are essential to the maintenance of a high quality of life for our citizens. The City is committed to providing to its employees a safe and healthy work environment; and, to providing to its residents an organization which upholds the standards of integrity, professionalism, accountability and pride. These objectives would be compromised if substance abuse, which creates negative impacts on the work force and reduces the employee's ability to perform the requirements of his position as expected by the City, exists among employees. Improper use, abuse and/or dependency on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and the safety of others in the work place and the public with whom they have contact, cause damage to public and private property, erode the public trust, increase the cost of the provision of governmental services, and impair the individual's and co-worker's ability to satisfactorily perform their job duties. The City of Creve Coeur hereby adopts a policy to address this sensitive and potentially dangerous issue of substance abuse.

The policy provides a means for the City to protect itself, and others, from the negligent or irresponsible actions of an employee who is under the influence of alcohol/drugs while working as an employee of the City. The policy requires an employee to submit to alcohol/drug testing when there is reasonable basis to suspect that they are under the influence of alcohol/drugs at the workplace, and in other specified circumstances.

Additionally, as a frequent recipient of federal grants, the City is subject to the Drug-Free Workplace Act (41 USC 8101 et seq). Pursuant thereto, the City expressly states that manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. This policy describes the actions the City will take in the event of any violation of this prohibition. It is a condition of each employee's employment that they must abide by the terms of this statement and must notify the Personnel Officer in writing if they are convicted of a violation of a criminal drug statute occurring in the workplace within five calendar days after the conviction.

Any employee who has unapproved possession of alcohol at the workplace will be subject to discipline. Any employee who appears to have consumed or to be under the influence of alcohol shall be removed from the workplace and be required to undergo testing by a police officer and, as directed by the police officer, a blood alcohol measuring device or other medically acceptable means and depending on the outcome may be subject to discipline.

Any employee who appears to be in possession of any drug or narcotic at the workplace will be required to produce evidence that they possess the drug or narcotic lawfully, and failing same will be subject to discipline. Any employee who appears to have consumed any unlawfully possessed drug or narcotic, or

to be under the influence of any drug or narcotic will be removed from the workplace, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police officer, and depending on the outcome may be subject to discipline. Any employee who appears to be in possession of a controlled substance at the workplace or to have consumed or be under the influence of a controlled substance will be removed from the workplace, will be tested by a police officer, and will be required to report to a designated medical facility to undergo examination as directed by the police officer, and depending on the outcome may be subject to discipline. Any employee who is suspected of being in possession of or under the influence of marijuana shall be subject to the same discipline as for any other controlled substance including the test result standards and related discipline as referenced in Section 18.

Violation of this policy shall be deemed misconduct and may also result in suspension or termination of employment, subject to applicable law.

The refusal to submit to any required testing is a disciplinary offense and may result in disciplinary action, up to and including termination.

The policy provides employees having an abuse problem the opportunity to overcome the problem through rehabilitation and treatment.

Note: See Section 18 regarding drivers of commercial motor vehicles.

17.2 LEGAL DRUGS (excluding alcohol)

The use of any legally obtained drug or substance, to the point where such use affects the employee's job performance at the workplace (i.e., causes them to be "under the influence") is prohibited. No employee during work hours shall be under the influence of any drug or substance which impairs the employee's ability to perform their job, including the use of prescribed or otherwise authorized drugs. In the event physician-approved use of drugs, including over-the-counter drugs or medical marijuana (away from the workplace), could influence job performance, it is in the best interest of the employee, co-workers and the City that sick leave be utilized, or leave without pay, if sick leave is not available. In the event treatment relates to disability, reasonable accommodations may be requested as discussed elsewhere in this manual, to the extent allowed by law. An employee who is lawfully using marijuana away from the workplace shall mitigate odors on and about their person to the extent practicable and shall not be under the influence of marijuana while at work.

17.3 ILLEGAL DRUGS

Definition of illegal drugs, for the purpose of this policy, includes:

1. drugs that are not legally obtainable; or,

2. drugs that are legally obtainable but have been obtained illegally.

The illegal sale, possession, purchase, transfer, or use of drugs by employees is prohibited.

No employee shall arrive on the City's premises in possession of or under the influence of any illegal drug.

Any employee engaging in the illegal sale, purchase, transfer, possession or use of drugs is subject to disciplinary action, up to and including in termination.

17.4 ALCOHOL

1. General

Employees shall not possess or consume an alcoholic beverage, have the odor of an alcoholic beverage on or about their person, or be under the influence of an alcoholic beverage during work hours to include lunch or break periods unless authorized or approved by the City Administrator or his designee. No alcoholic beverage shall be served or consumed on city premises or in vehicles owned by the city without permission of the City Administrator or his designee. The odor of an alcoholic beverage on or about any employee or other visible effects is sufficient cause to order an employee be tested for the presence of alcohol and/or to order the employee to leave the work place. Any employee engaging in the misuse of alcoholic beverages is subject to disciplinary action.

2. Employees - BAC

No employee during working hours shall report for work or be on duty when he/she has a blood alcohol level of .02% or greater.

3. Commissioned Police Officers

Commissioned police officers shall not report for work, be on duty, or act in the capacity of police officer (to include off-duty details) when he/she has a blood alcohol level of .02% or greater.

17.5 PRE-EMPLOYMENT SCREENING

In an effort to minimize the potential adverse effects of substance abuse, all individuals to whom a bona fide regular full-time, part-time, or seasonal conditional job offer has been made will be tested and the results reported prior to the acceptance of the applicant by the City (see section 17.7 Testing Procedures). Any individual receiving a positive drug test result will be disqualified from employment consideration after a confirmation test has confirmed the positive results. The applicant will not be

reconsidered for a position with the City until they produce a negative test obtained from a city-approved laboratory, at the applicant's cost. For a candidate who has lawfully consumed marijuana, a test shall be considered positive or negative in accordance with the standards referenced in Section 18.

Former employees of the City may not be required to be tested if the time between their last date of previous employment with the City and the date of rehire is less than one year, at the discretion of the City Administrator's Office.

17.6 POST-HIRING TESTING

Any employee who exhibits behaviors which are associated with potential drug and/or alcohol use or abuse or whose behavior creates a reasonable suspicion (including the odor of an alcoholic beverage on or about the person) to cause the Supervisor, based on personal observation or credible reports from others, to believe the employee may be under the influence of drugs, controlled substances and/or have consumed alcohol shall be escorted by the Supervisor for testing as outlined in Section 17.7.

The Supervisor shall as soon as practical, report the incident to the Department Head. A written report outlining the material facts of the incident shall be prepared by the Supervisor and approved by the Department Head in a form acceptable to the Office of the City Administrator.

Under no circumstances shall the employee be allowed to return to work prior to receipt of the required drug/alcohol test results and a review of the incident by the Office of the City Administrator. Until such a time as the employee is released to return to his job duties by the Office of the City Administrator, the employee shall be placed on, and shall remain on, leave with pay. The results of the test shall be held in strict confidence and shall only be released on a "need to know" basis as determined by the Office of the City Administrator. All test results and subsequent medical records, if any, shall be maintained in a separate administrative file and shall be stored in a secure location.

If the results of the test are negative, and if applicable the odor of alcohol is no longer noticeable, the employee shall be authorized to return to normal duties. The personnel file shall not reflect any information with regard to the incident.

Failure by the employee to comply with the request of the Supervisor to relinquish his/her duties and undergo testing when requested and failure by the employee to follow the procedures established herein with regard to such testing shall subject the employee to immediate termination.

All actions which affect the employment status of the employee shall be communicated to the employee in writing. Such notice shall be provided to the employee either in person, or by certified mail, promptly after the receipt of the results from the laboratory.

17.7 TESTING PROCEDURES

When a Supervisor suspects an employee may be under the influence of alcohol, drugs, and/or a controlled substance, the following substance testing procedures shall be followed:

1. The employee shall be removed from the work place immediately and tested by a police officer.
- 2a. If the police officer has reason to believe the employee has consumed or is under the influence of alcohol, testing may be conducted by a certified operator of a blood alcohol measuring device certified by the State of Missouri Department of Health. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
- 2b. If a Supervisor has reason to believe the employee is under the influence of a drug or controlled substance, or has illegally consumed or used a drug or controlled substance the employee shall be tested by a police officer and if so directed by the police officer escorted by a Supervisor or police officer to a medical facility or tested in a manner approved by the City of Creve Coeur. The employee shall not operate a motor vehicle or leave the escort of a Supervisor or police officer.
3. When a drug/controlled substance test (other than for alcohol) is required, the specimen collection shall be conducted by the medical staff in such a manner as to minimize the effects on the employee and with the employee's privacy as the primary concern, in accordance with applicable law including Section 288.045 RSMo.
4. An adequate sample will be collected at this time to ensure a second, confirmatory test may be performed, if required.
5. Proper chain of custody procedures shall be followed by the laboratory or medical facility to safeguard the integrity of the sample.
6. The results of such tests shall be provided to the Office of the City Administrator within 24 hours of obtaining test results. The Personnel Officer is authorized to receive the written test results and shall distribute such information on a "need to know basis" only. The test results are considered a closed file and shall be maintained in such a manner so as to protect the confidentiality of the employee involved.

For provisions regarding test procedures and results, see Section 18.6c.

17.8 REHABILITATION

In the event of a positive test result, or a voluntary admission of an abuse problem, the employee may be required to obtain professional assistance from a source approved by the City. Participation in a professional assistance program will be at the employee's expense but may be covered by the group health insurance plan subject to the provisions of said plan.

If the employee is required to participate in a professional assistance program the successful completion of such a program is a prerequisite for a return to work authorization and/or continued employment.

Upon successful completion of an assistance program, the City retains the right to request that the employee undergo periodic medical examination and testing for a period of at least one year, at the employee's expense. Failure to successfully complete an assistance program; to submit to post-program testing as required; and, to avoid further incident once a rehabilitation effort has been made may result in termination of employment with the City of Creve Coeur.

a. Rehabilitation Contract

If the City decides to retain an employee, it will require the employee to sign a rehabilitation contract. The rehabilitation contract shall include the following terms and conditions to be adhered to by the employee who is granted rehabilitation assistance:

1. the employee shall agree to undertake and successfully complete the rehabilitation assistance plan established for the employee by the substance abuse professional (SAP) or by a rehabilitation professional accepted by the City, at the employee's expense; and
2. the employee shall agree to refrain from any violation of the City's alcohol and substance abuse policies and to use controlled substances and alcohol consistent with the plan of rehabilitation, the City's policies and the law; and
3. the employee shall provide a release of all medical records for use and review by the City relating to the rehabilitation assistance plan for the assistance undertaken and compliance; and
4. the employee shall agree to unannounced random testing for periods of time determined by the City subsequent to the employee's return to work consistent with the City's alcohol and substance abuse policies; and
5. the employee shall agree to submit to return-to-work testing demonstrating that the employee is compliant with controlled substance and/or alcohol test standards, at the employee's expense; and
6. the employee shall agree that any future violations of the substance abuse policy shall be considered as a resignation of the employee from City service without recourse.

17.9 VOLUNTARY DISCLOSURE

Any employee who voluntarily admits to having a substance abuse problem and seeks the assistance of the City to deal with the problem shall be expected to successfully complete an authorized rehabilitation program in order to maintain continued employment. (See Section 17.8 Rehabilitation.)

17.10 EDUCATION AND TRAINING

In order to effectively carry out the policy and procedures outlined herein, Supervisors will be trained to make the appropriate observations of the symptoms associated with drug and alcohol use and abuse. Substance abuse education is a form of prevention and early intervention. Employee health and emotional well-being are essential to the ability of the individual to perform their job duties. Education and training efforts will be designed to assist the Supervisor with fulfilling their responsibilities under this policy.

17.11 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the Medical Review Officer and the Substance Abuse Professional. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

SECTION 18 ALCOHOL & CONTROLLED SUBSTANCE USE, ABUSE & TESTING POLICY FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

18.1 PURPOSE

The purpose of federal statute 49 USC 31306 (the Act) and this policy is to establish a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or drugs or use of controlled substances by drivers of commercial motor vehicles; to assure covered employee fitness for duty; and, to protect City employees and the public from the risks posed by the use of alcohol, drugs and controlled substances. It is also the purpose of this policy to comply with all applicable federal regulations governing work place alcohol, drug and controlled substance abuse programs which are mandated under the above noted Act. The Act mandates urine testing and breathalyzer alcohol tests for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. Federal law has also established standards for the: collection and testing of urine and breath specimens, the reporting of certain drug related offenses, protective measures, the preservation of confidentiality, and for certain reporting requirements.

18.2 APPLICABILITY

This Section 18 policy applies to all employees who perform safety sensitive functions defined in the Act and its implementing regulations including persons who are required to possess a commercial driver's license (CDL) license for the operation of a commercial vehicle as defined and regulated under state law. All city employees are governed by the policy outlined in Section 17 of this manual, which in some instances refers to parts of this Section 18.

18.3 DEFINITIONS

“Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

“Alcohol Concentration” means the concentration of alcohol in a person’s breath expressed as in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

“Alcohol Use” means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

“Commercial Motor Vehicle” means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property and defined as a commercial motor vehicle by state law (302.700 RSMo) and the Act:

- a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
- b. has a gross vehicle weight rating of 26,001 or more pounds; or
- c. is designed to transport 16 or more passengers, including the driver; or
- d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

“Confirmation Test” means a second test conducted after an initial alcohol or drug test to determine the presence of alcohol or drug metabolites in an employee’s system. Confirmation tests for alcohol will be conducted using an approved evidential breath testing device and for drugs by testing urine by means of gas chromatography and mass spectrometry (GC/MS).

“Controlled Substance” means the drugs and other substances, by whatever official name, common or usual name, chemical name or brand name designated for testing in 49 CFR Part 40 including: opiates, amphetamines, cocaine, marijuana and phencyclidine.

“Screening Test” (initial test) means the initial drug or alcohol test to determine whether an employee has controlled substances or prohibited concentration of alcohol in his/her system. Screening tests for alcohol are by breath test and, for controlled substances, a urine test by immunoassay, enzyme process or other method approved by 49 CFR 40.

“Commercial Driver’s License” (CDL) means a license issued pursuant to state law which authorizes an individual to operate a commercial motor vehicle.

“Medical Review Officer” (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional” (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances -related disorders.

“Safety Sensitive Functions Relating to the Operation of Commercial Motor Vehicles” means all time that a commercial motor vehicle driver is performing, ready to perform, or immediately available to perform the following tasks:

- 1. waiting to be dispatched, unless the driver has been relieved from duty;
- 2. inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3. driving time;

4. remaining in or upon any commercial motor vehicle, while not driving, except time spent resting in a sleeper berth;
5. loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. performing the driver requirements relating to accidents.
7. repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

18.4 POLICY ADMINISTRATOR

The City Administrator, or his/her designee, shall be the controlled substance, drug and alcohol policy administrator for the City. Any inquiries concerning this policy, its application, administration or its interpretation shall be made to the policy administrator or his/her designee.

The policy administrator shall maintain a current list of the City positions that are governed by this policy. This list shall be available for inspection by any individual who is applying for a position with the City, any current City employee, or the public. Current city employees shall be notified if they are subject to this policy.

The policy administrator shall develop any forms necessary to carry out the provisions of this policy, unless the forms are provided under the federal regulations. (Part 40 CFR) The forms shall be provided to appropriate persons who are responsible for the implementation and management of this policy.

18.5 ALCOHOL & CONTROLLED SUBSTANCES PROHIBITIONS

The following are prohibited acts by an employee covered by this policy:

a. Performance of Safety Sensitive Functions.

An employee is prohibited from performing any safety sensitive functions and from engaging in any work-related functions: 1) while consuming alcohol; 2) while having an alcohol concentration of 0.02 or greater; 3) within four (4) hours after consuming alcohol; and/or 4) after refusing to submit to an alcohol test. An employee is prohibited from consuming alcohol within eight (8) hours after an accident for which the employee is subject to post-accident testing as specified in this policy.

b. Unauthorized Use and/or Possession of a Controlled Substance.

An employee is prohibited from the unauthorized use and/or possession of a controlled substance at any time, whether on or off duty. In the event an employee is authorized to use a controlled substance by medical prescription, it is the employee's duty to inform any prescribing doctor that they perform safety sensitive functions while at work and to obtain

from that doctor a release to perform such work while taking or using the substance. The employee is prohibited from using the prescribed or authorized substances other than in the amount and manner prescribed or authorized and is prohibited from performing work when under the influence of any substance that impairs their ability to work safely.

c. Notification of Side Effects of Prescribed Controlled Substance.

Any employee who is consuming a prescribed or authorized controlled substance or other drug of any kind whose side effects may inhibit or impair the employee's performance shall notify the supervisor of such consumption upon reporting to work and prior to engaging in any work-related activity.

d. Unauthorized Possession of Alcohol on Duty.

An employee is prohibited from the unauthorized possession of alcohol while on duty.

e. Requirements for Employee to Notify of Violation/Conviction.

Any employee whose job performance requires the possession of a valid CDL must notify the policy administrator of any conviction for a violation of any state or local law relating to motor vehicle traffic control (other than parking violations) within thirty (30) days of the conviction. In addition, such an employee who loses the CDL for a violation of or as a consequence of the law or any administrative action shall notify the policy administrator immediately of the loss of the CDL.

f. Consequences of Testing Positive.

An employee testing positive on an alcohol and/or controlled substance test as provided herein will be removed from duty immediately. The City is not required to return employees to duty that have tested positive or otherwise violated this policy, to a safety sensitive position or to retain them as employees. A positive test will be deemed misconduct and may result in suspension or termination of employment subject to applicable law. Moreover, in accordance with federal law, an employee cannot be returned to safety sensitive duties until he or she has been evaluated by a substance abuse professional, has complied with recommended rehabilitation, and has received a negative result on the return to duty test, at the employee's expense.

An employee who violates any of these provisions or tests positive for drugs or alcohol may be subject to disciplinary action up to and including termination subject to applicable law.

18.6 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROVISIONS

a. Testing

Employees subject to this policy shall be subject to controlled substances and alcohol testing including the following types of tests: pre-employment, random, reasonable suspicion, post-accident, return-to-work, and follow-up testing.

1. Pre-Employment Testing

Pre-employment urine drug testing and alcohol testing, if mandated by federal regulations, shall be required of all applicants for positions covered by this policy as a condition of the application procedure. Receipt of satisfactory test results is required prior to commencement of employment and/or engaging in safety sensitive functions for the first time. The failure of a controlled substance or alcohol test disqualifies an applicant from appointment to City employment for a period of at least one hundred twenty (120) days. A negative controlled substance and alcohol test shall be required prior to further consideration for any employment. An applicant who tests positive will not qualify for rehabilitation services through the City.

2. Reasonable Suspicion Testing

Reasonable suspicion urine and/or breath alcohol testing shall be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance use. The determination that reasonable suspicion exists must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech and body odors of the employee. The observations for controlled substances may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion observations and reports can only be made by supervisory or management personnel and police officers who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of the controlled substance or alcohol. The observing supervisor or manager is required to involve a police officer, who shall complete the appropriate required documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case no later than before eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled

substance testing. The City will document the reasons for not promptly conducting the required tests.

3. Post-Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee who was performing safety sensitive functions if the accident involved a fatality or for any employee who receives a citation for a moving traffic violation. The City also may require testing for all employees whose performance may have contributed to the accident, as well as the employee(s) who was (were) involved in the accident when injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The City will document the reasons for not promptly conducting the required tests.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to controlled substance and alcohol testing shall be considered to have refused the tests and the employee's employment may be terminated for such action. This does not require delay of medical attention or other assistance necessary in responding to the accident.

4. Random Testing

Random testing shall be conducted on employees performing safety sensitive functions. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically based selection method. Random testing shall occur no less frequently than required by federal law and shall result in the employee test rate required by federal regulation.

5. Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for either category of substance or who admitted alcohol or substance abuse and received treatment for such abuse, at the employee's expense. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP.

6. Follow-Up Testing

Follow-up testing of any employee allowed to return to work will be required. The employee will be required to submit to frequent unannounced random urine drug and/or breath alcohol testing for at least six (6) times in the following twelve (12) months after return to work, at the employee's expense. Follow up testing may be continued for a period of up to sixty (60) months from the employee's return to work date, at the employee's expense.

7. *Confirmatory Testing*

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be conducted on a split sample that was provided at the same time as the original sample, and the test analysis may be conducted at a different qualified laboratory than where the original test was conducted. All costs for employee requested testing shall be paid by the employee unless the second test invalidates the original test. An employee's request for a retest must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the notice to the employee of the initial test result. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

b. *Failure to Test*

Any employee who:

- fails to report immediately to the test site and/or
- fails to submit to the required testing, including all required testing procedures and/or
- fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification and/or
- provides an altered sample of urine

is considered to have refused to test and shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that he/she is physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the City.

c. *Testing Procedures and Results*

1. *Alcohol*

Alcohol tests are conducted on evidential breath testing devices that measure the concentration of alcohol in breath and shall be conducted under the supervision of a police officer. An initial screening test will be conducted. Any result that is less than 0.02

alcohol concentration is considered negative. If the alcohol concentration is 0.02 or greater, a second confirmatory test must be conducted. Any employee who tests with an alcohol concentration of 0.02 or greater shall be removed from safety sensitive duties for at least twenty-four (24) hours.

If the alcohol concentration is .04 or greater, the test is considered positive. Any employee who is found to have engaged in prohibited alcohol conduct under this policy shall be immediately removed from work-related activity and the employee shall not be permitted to resume work, if at all, until the employee is: (1) evaluated by a SAP, and (2) complies with the rehabilitation contract if such is required, and (3) has tested negative in the return to duty test. All costs associated with evaluation by a SAP, a rehabilitation contract and applicable testing shall be paid by the employee.

2. Controlled Substances

Controlled substance testing is conducted for the following controlled substances: (1) Marijuana (THC metabolite), (2) Cocaine, (3) Amphetamines, (4) Opiates (including heroin), and (5) Phencyclidine (PCP).

Individuals tested under this policy must provide a urine specimen that will be tested at a laboratory selected by the City. Adequate chain of custody methods will be followed to assure that the security, integrity and identification of each specimen is protected. The actual testing for controlled substances is a two-stage process. An initial screening test is conducted. If the screening test is positive for one or more of the controlled substances, a confirmatory test is conducted for each identified controlled substance. The confirmatory test is a gas chromatography/mass spectrometry (GS/MS) analysis.

Any employee who tests positive on the confirmatory test shall be interviewed by the City's Medical Review Officer (MRO). The MRO will attempt to determine if there is a satisfactory explanation for the test result before making a final determination as to whether the results are positive or negative. The employee will be notified of the results, whether positive or negative. As discussed above, an employee may request a confirmation test of a positive result.

18.7 EMPLOYEE ASSESSMENT

An employee who participates in testing and tests positive shall be removed from safety sensitive functions for a minimum of twenty-four hours and until evaluated by an SAP as outlined below. (Part 382.505 and 382.605 CFR) An employee who tests positive for either the presence of controlled substances or alcohol above the minimum thresholds set forth in the federal regulations shall be evaluated by a SAP. The SAP shall evaluate each employee who tests positive to determine what assistance, if any, the employee needs in resolving problems associated with the controlled substance or

alcohol abuse. All costs associated with evaluation by a SAP and employee assistance in resolving problems associated with the controlled substance or alcohol abuse shall be paid by the employee.

Assessment by a SAP does not protect an employee from disciplinary action or guarantee continued employment or reinstatement by the City. An employee violating this policy or other applicable drug and alcohol rules may be subject to disciplinary action up to and including termination and, further, an employee who is engaging in an illegal activity shall be subject to prosecution under applicable criminal law.

18.8 REHABILITATION

Section 17.6 of this manual contains the City's policy on rehabilitation and Section 17.8 contains provisions relating to the voluntary admission of an alcohol or controlled substance abuse problem.

18.9 EDUCATION AND TRAINING

The City shall provide all employees with a copy of this policy and shall display and distribute materials related to the effects of the use and/or abuse of alcohol and controlled substances. The City shall also provide information to employees regarding available treatment and rehabilitation.

All supervisors and managers who are responsible for the administration and enforcement of this policy shall receive at a minimum sixty (60) minutes of training for each topic (alcohol and substance abuse) on the physical and behavioral effects on personal health, safety and on the work environment and performance indicators on the effects of alcohol and controlled substance use and abuse, the side effects of abuse, and the consequences of prohibited work-related activity involving alcohol and controlled substance consumption. The training shall include an overview of this policy and its implementation and application to employees. Training shall also include a component related to objective observation for reasonable suspicion testing, documentation and record keeping.

18.10 CONFIDENTIALITY OF RECORDS

All records developed and/or acquired pursuant to this policy shall be maintained under strict confidentiality by the City, the testing laboratory, the MRO and the SAP. Within the City, the records shall be maintained separately from other personnel and administrative records and shall be kept in a secured location.

Materials from these records shall not be released to others without the written consent of the affected employee, except under provisions provided for by law, as needed with regard to the rehabilitation contract, in litigation or quasi-judicial and administrative proceedings related to positive test results and/or matters initiated by the employee.

Applicants may request the results of pre-employment tests within sixty (60) days of learning the disposition of the employment application.

Employee alcohol and drug testing results and records are maintained as required by law.

18.11 REFERENCE

The following reference materials may be consulted for guidance in administering this policy:

1. 49 USC 31306
2. 49 CFR 40 (Testing Procedures)
3. 49 CFR 382 (Testing of CDL drivers)

SECTION 19 REPEAL AND AMENDMENT

The City Council may from time to time repeal or amend the Personnel Policies of the City as deemed necessary.

Standard policies and procedures concerning the relationship between the City and its employees will be produced in writing and will be made available to all concerned. When the need for new or revised rules and regulations is indicated, it will be referred to the City Administrator to consider the establishment of such policy. The City Administrator shall recommend changes to the City Council for review and approval.