



**CITY COUNCIL MEETING  
7010 NORTH HOLMES  
GLADSTONE, MISSOURI  
JUNE 8, 2026**

The City Council will meet in Closed Executive Session at 6:15 pm, June 8, 2026, Gladstone City Hall, 7010 North Holmes, Gladstone, Missouri. The Closed Executive Session is closed pursuant to RSMo. Open Meeting Act Exemption 610.021(1) for Litigation and Confidential or Privileged Communications with Legal Counsel, 610.021(2) Real Estate, 610.021(3) Personnel, and 610.021 (12) Negotiated Contract.

**OPEN STUDY SESSION 7:00 PM**

1. **E-Bike Regulation:** Chief Farris and City Attorney Jackson Auer will provide an overview of the applicable legal and regulatory considerations regarding the use of electric bikes in the City.

**REGULAR MEETING 7:30 PM**

**TENTATIVE AGENDA**

1. Meeting Called to Order.
2. Roll Call.
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of the Agenda.
5. Approval of the May 11, 2026, Closed City Council Meeting Minutes.

6. **Approval of the May 11, 2026, Regular City Council Meeting Minutes.**
7. **PRESENTATION: 250 Coin Challenge Commendation**
8. **PROCLAMATION: WORLD ELDER ABUSE AWARENESS DAY**
9. **Communications from the Audience:** *Members of the public are invited to speak about any topic not listed on the agenda. While speaking, please state your name and address for the record and limit comments to 5 minutes.*
10. **Communications from the City Council.**
11. **Communications from the City Manager.**
12. **CONSENT AGENDA**

**RESOLUTION R-26-28**, A Resolution authorizing the City Manager to execute a contract with Strategic Government Resources for the recruitment of a Police Chief.

**RESOLUTION R-26-29**, A Resolution Amending the Employee Handbook for the City of Gladstone, Missouri.

**RESOLUTION R-26-30**, A Resolution authorizing the City Manager to execute the Petition to the City of Gladstone, Missouri, for the Amendment of the Downtown Linden Community Improvement District.

**RESOLUTION R-26-31**, A Resolution authorizing the City Manager to execute the Petition to the City of Gladstone, Missouri, for the termination of the Linden Block 25 Community Improvement District.

**RESOLUTION R-26-32**, A Resolution accepting right-of-way and easements from certain property owners in conjunction with the North Oak Trafficway Road Construction Project TP2371.

#### **REGULAR AGENDA**

13. **PUBLIC HEARING:** Budget Fiscal Year 2026-2027
14. **PUBLIC HEARING:** Water and Sewer Rates

- 15. FIRST READING BILL NO. 26-16**, An Ordinance authorizing the City Manager to execute a Cooperative Agreement with the North Kansas City School District for providing a School Resource Officer at Antioch Middle School.
- 16. FIRST READING BILL NO. 26-17**, An Ordinance Amending Title IV, Traffic Code, of the Code of Ordinances of the City of Gladstone, Missouri, to add a new Chapter 125 entitled “Electric Bicycles”.
- 17. FIRST READING BILL NO. 26-18**, An Ordinance authorizing the City Manager to enter into an Agreement with the Junior College of Metropolitan Kansas City a/k/a Metropolitan Community College for temporary housing of animals in the custody of the Gladstone Animal Shelter from July 3, 2026, to July 10, 2026.
- 18. Other Business.**
- 19. Adjournment.**

Representatives of the News Media may obtain copies of this notice by contacting:

City Clerk Kris Keller  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
816-423-4096

Posted at 5:00 pm  
6/4/2026



## Gladstone Police Department Chief's Office - Memorandum

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Date: June 3, 2026

To: Bob Baer, City Manager

From: Fred Farris, Chief of Police

Re: Study Session – E-bike Ordinance

During the November 2025 City Council Goal Setting Session, the Council discussed the increasing prevalence of electric bicycles (e-bikes) and the growing number of accidents involving e-bikes throughout the metropolitan area. As a result of those discussions, City staff were directed to develop a proposed Ordinance addressing the operation and regulation of e-bikes within the City of Gladstone.

In response to that direction, City Attorney Jackson Auer and I will provide an overview of the Council's request, discuss the applicable legal and regulatory considerations, and present a proposed Ordinance for the Council's review. The proposed Ordinance is scheduled to be included on the June 8, 2026, City Council agenda for formal consideration.

The study session presentation is anticipated to last approximately 10–15 minutes and will include an opportunity for Council questions and discussion.

Respectfully,

Fred J. Farris  
Chief of Police



**MINUTES  
REGULAR CITY COUNCIL MEETING  
GLADSTONE, MISSOURI  
MONDAY, MAY 11, 2026**

**PRESENT:** Mayor Jean Moore  
Mayor Pro Tem Spencer Davis  
Councilmember Tina Spallo  
Councilman Les Smith  
Councilman Cameron Nave  
  
City Manager Bob Baer  
Assistant City Manager Austin Greer  
City Attorney Jackson Auer  
City Clerk Kris Keller

**Item No. 1. On the Agenda.** Meeting Called to Order.

**Mayor Moore** opened the Regular City Council Meeting Monday, May 11, 2026 at 7:33 pm.

**Item No. 2. On the Agenda.** Roll Call.

**Mayor Moore** stated that all Councilmembers were present and there was a quorum.

**Item No. 3. On the Agenda.** Pledge of Allegiance to the Flag of the United States of America.

**Mayor Moore** requested that all attendees stand and join in the Pledge of Allegiance to the Flag of the United States of America.

**Item No. 4. On the Agenda.** Approval of the Agenda.

**Councilman Smith** requested that a last-minute Resolution, R-26-27 be added to the Regular Agenda as Agenda Item Number 16a. **Mayor Moore** thanked him for the addition and reported that the Agenda would be modified as noted.

**Item No. 5. On the Agenda.** Approval of the April 27, 2026, Closed City Council Meeting Minutes.

**Councilmember Spallo** moved to approve the minutes of the April 27, 2026, Closed City Council meeting as presented. **Councilman Nave** seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

**Item No. 6. On the Agenda.** Approval of the April 27, 2026, Regular City Council Meeting Minutes.

**Councilmember Spallo** moved to approve the minutes of the April 27, 2026, Regular City Council meeting as presented. **Councilman Nave** seconded. The Vote: “aye”, Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

**Item No. 7. On the Agenda. PRESENTATION: 250 Coin Challenge Commendation**

Clay County Western Commissioner Scott Wagner explained the County 250 Commission and the 250 Coin Challenge as part of preparations for the upcoming 250th anniversary of the United States, describing the program as an initiative promoting good citizenship and civic engagement. He outlined activities participants may complete to earn the coin, including attending public meetings, writing letters, meeting with officials, and optionally taking the U.S. citizenship test. He recognized residents Dave and Ana Hickman for completing the program requirements and also recognized the City Councilmembers. Commissioner Wagner expressed appreciation to the City Council and City leadership for their support of the program, noting that Gladstone has been recognized as a model among Clay County communities for encouraging civic participation, and he presented coins to each Councilmember. **Mayor Moore** thanked Commissioner Wagner for his presence and for all of his efforts.

**Councilman Smith** issued a public apology to Commissioner Wagner for not recognizing his presence at a prior City Council meeting when coins were presented to high school students, stating that he was not aware at the time that Commissioner Wagner was present. He also described a recent first-grade civic project connected to the Clay County 250 initiative, where students created their own voting process, including a voting booth and historical displays, rather than simply reading historical documents. He noted that the project was very impressive and emphasized the importance of engaging children in civics at a young age. He expressed his appreciation to Scott Wagner for his efforts in promoting citizenship and the coin challenge.

**Item No. 8. On the Agenda. PROCLAMATION: NATIONAL EMERGENCY MEDICAL SERVICES WEEK**

**Mayor Moore** read and presented the Proclamation to Fire Chief Mike Desautels who thanked the Council, Administration, and community for their continued support.

**Item No. 9. On the Agenda. Communications from the Audience.**

Alan Baudler, 1012 NE 75<sup>th</sup> Street, addressed the Council and requested the City consider installing speed humps on NE 75<sup>th</sup> due to aggressive driving and excessive vehicle speeds in the residential area. He expressed concerns about pedestrian safety, particularly for children and seniors, and stated that existing measures such as signage and radar signs are insufficient. He urged the Council to reconsider previous opposition to speed humps and give serious consideration to additional traffic-calming measures.

Daniel Fowler, 6917 N. Troost, addressed the Council and raised traffic safety concerns at the intersection of 69<sup>th</sup> Street and Troost near the Community Center, citing increased traffic volumes, frequent pedestrian activity, school bus pickups, and recent vehicle collisions. He requested the City review potential safety and traffic-calming improvements, including signage, crosswalks, and speed-reduction measures, and noted confusion regarding the intersection stop sign configuration as a contributing factor to crashes.

**Mayor Moore** thanked the speakers and requested Chief Farris look into these concerns.

Jim Hampton, no address provided, addressed the Council and spoke in support of efforts to name the Gladstone Post Office after his friend, James “Pete” Hall noting there is a community movement underway and offering assistance with supporting the Resolution. He described Pete as a tremendous community member, close friend, and widely admired individual who had a significant impact on many people. He then read an original tribute titled “Defining a Hero,” recognizing Pete’s extraordinary military valor, including multiple Bronze/Silver Star-level actions and four Purple Hearts, as well as his determination to recover from severe combat injuries despite being told he would never walk again. He emphasized the nation’s debt of gratitude to veterans for securing freedom and concluded by expressing regret that he had never shared the tribute with Pete during his lifetime. He urged the Council to honor Pete’s legacy through supporting the Post Office naming effort by passing a Resolution.

Michael Jenkins, 720 Woodland Avenue, addressed the Council, thanked the City for providing opportunities for community involvement, and expressed appreciation for the efforts of the Council and Staff. He noted his enjoyment in volunteering with the Glad Green Team cleanup and stated that he looks forward to remaining actively involved in supporting the City.

**Item No. 10. On the Agenda.** Communications from City Council.

**Councilman Nave** thanked attendees and expressed appreciation for the strong community engagement at the meeting. He also reported attending the National Day of Prayer event at City Hall with Mayor Moore and Mayor Pro Tem Davis, noting the excellent weather, strong turnout, and meaningful experience. He stated it was his first such event in Gladstone and would not be his last.

**Councilman Smith** commended Mr. Hampton on his remarks regarding Pete Hall and concurred with his thoughts and feelings.

**Councilmember Spallo** reminded attendees of the upcoming drive-through vaccination clinic at the City’s Animal Control Facility, scheduled for Saturday May 16. She noted the event offers discounted pet vaccinations, along with grooming services and food trucks. She emphasized that it is a valuable opportunity for residents on fixed incomes or those who cannot easily afford regular veterinary care to obtain necessary vaccinations and care for their animals.

**Councilman Davis** announced that a new small business is opening in Gladstone on Friday by Angie and Chad Burns, Be Happy Pie Company.

**Mayor Moore** echoed comments regarding the National Day of Prayer and thanked Antioch Bible Baptist Church and Pastors Steve and Bob for organizing the well-attended and moving event; she encouraged continued public participation. She reported on the Glad Green Team cleanup held on May 2, noting that approximately 11 volunteers participated and that improvements were made along 72nd Street and North Oak from 72nd to 76th. She stated that another cleanup is planned for the first Saturday in June, weather permitting, and invited residents to participate.

**Item No. 11. On the Agenda.** Communications from the City Manager.

City Manager Baer announced the following:

- **Citywide Garage Sale** takes place this Thursday, May 14 through Sunday, May 17, as residents host sales and shop for bargains throughout the community. No permit is required

during this event but participants are reminded to follow all posted signs and parking guidelines, which can be found on the flyer posted on the front page of the City's website.

- **Gladstone's Municipal Outdoor Pool** opens for the 2026 season on Saturday, May 23. Season passes are available at the Gladstone Community Center, and additional information on pool hours, passes, and events can be found on the City's website.
- **City Hall will be closed** on Monday, May 25, in observance of Memorial Day and resume normal business hours on Tuesday, May 26. There won't be a second City Council meeting in May. The next Council meeting will be on Monday, June 8.
- **The "KC Closeup" podcast** with Jim Daniels of 94.1 KFKF recently featured Mayor Moore discussing the Glad Green Team and upcoming community events, including the City's FIFA World Cup Watch Party on June 20 and Gladstone Freedom Fest on July 4. The full interview is available on Spotify and other podcast platforms. Just use your favorite internet search engine for "KC Closeup KFKF" to easily choose a platform to listen to it- Episode 9 on April 27.

### **Item No. 12. On the Agenda. CONSENT AGENDA**

Following the Clerks' reading:

**Mayor Moore** asked if anyone wished to remove an item from the Consent Agenda and place it on the Regular Agenda for discussion; there were no requests.

**Councilman Smith** moved to approve **SPECIAL EVENT PERMITS:**

Drive-thru Vaccination Clinic, Animal Control Facility, Saturday, May 16, 2026, 7:00 am to 5:00 pm.

Nexus Disc Golf, will host the Nexus Flexus—a one-round, flex-start PDGA C-Tier disc golf tournament, Hobby Hill Park, Sunday, May 17, 2026, 8:00 am to 6:00 pm.

The Nelson Home Group in coordination with the Parks, Recreation, and Cultural Arts Department will host a Friends and Client Movie Night featuring "The Sandlot", Linden Square, Saturday, May 30, 2026, 5:00 to 9:00 pm.

Annual Law Enforcement Night Out, Happy Rock Park East, Friday August 7, 2026, 6:00 to 9:00 pm.

Big Shoal Sunflower Festival, Big Shoal Farm, Saturday, August 15, 2026, 9:00 am to 3:00 pm.

**Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

**Councilman Smith** moved to approve **RESOLUTION R-26-26**, A Resolution accepting Right-of-Way and Easements from certain property owners in conjunction with the North Oak Trafficway Construction Project TP2371. **Mayor Pro Tem Davis** seconded. The Vote: "aye", Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

### **REGULAR AGENDA**

**Item No. 13. On the Agenda. PUBLIC HEARING:** A Zoning Change for property located at 710A NE 76th Street, Gladstone, Missouri.

**Mayor Moore** opened the Public Hearing at 8:09 pm.

Assistant City Manager Greer provided the following information from the Staff Report:

A zoning change request from Thomas Sims for property at 710A NE 76th Street, is proposing to rezone it from R-1 (Single-Family Residential) to M-1 (Light Industrial) to match the adjacent property to the south. The applicant currently stores equipment outdoors and intends to construct two storage buildings to enclose the equipment, improve site organization, make better use of the property, and reduce the visual impact of outside storage. Staff noted the site is unlikely to develop as single-family residential given its characteristics and surrounding development patterns, and therefore recommended approval of the rezoning, reporting that the Planning Commission unanimously approved the request at its April meeting.

**Mayor Moore** inquired if Mr. Sims would like to make a statement.

Mr. Tom Sims, 1800 NE 76<sup>th</sup> Street, addressed the Council and reported that he would like to clean up the property and improve its appearance, noting that outside equipment is stored there and that the site is occasionally used by emergency personnel during fireworks events. He indicated the property is located at the rear of the area near the school and is not heavily utilized.

**Mayor Moore** asked if anyone was in favor or opposed to this rezoning request, and no one responded.

**Mayor Moore** closed the Public Hearing at 8:15 pm.

**Item No. 14. On the Agenda. FIRST READING BILL NO. 26-13**, An Ordinance approving a Zoning Change for property located at 710A NE 76th Street within the City of Gladstone, Missouri.

**Councilman Smith** moved **BILL NO. 26-13** be placed on its First Reading. **Councilman Nave** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Smith** moved to accept the First Reading of **BILL NO. 26-13**, waive the rule and place the Bill on its Second and Final Reading. **Councilman Nave** The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Smith** moved to accept the Second and Final Reading of **BILL NO. 26-13** and enact the Bill as **Ordinance 4.730**. **Councilmember Spallo** seconded.

**Roll Call vote:** “aye”, Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-13** stands enacted as **Ordinance Number 4.730**.

**Item No. 15. On the Agenda. FIRST READING BILL NO. 26-14**, An Ordinance Amending Title III, Offenses, of the Code Of Ordinances of the City of Gladstone, Missouri to Amend Chapter 105 Offenses Against Government Administration.

**Councilmember Spallo** moved **BILL NO. 26-14** be placed on its First Reading. **Mayor Pro Tem Davis** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Nave** moved to accept the First Reading of **BILL NO. 26-14**, waive the rule and place the Bill on its Second and Final Reading. **Councilmember Spallo** The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Nave** moved to accept the Second and Final Reading of **BILL NO. 26-14** and enact the Bill as **Ordinance 4.731**. **Councilmember Spallo** seconded.

**Roll Call vote:** “aye”, Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-14** stands enacted as **Ordinance Number 4.731**.

**Item No. 16. On the Agenda. FIRST READING BILL NO. 26-15**, An Ordinance Amending Title III, Offenses, of the Code Of Ordinances of the City of Gladstone, Missouri, to Amend Chapter 130 Offenses Against Public Peace And Safety.

**Councilman Nave** moved **BILL NO. 26-15** be placed on its First Reading. **Mayor Pro Tem Davis** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Nave** moved to accept the First Reading of **BILL NO. 26-15**, waive the rule and place the Bill on its Second and Final Reading. **Mayor Pro Tem Davis** The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) The Clerk read the Bill.

**Councilman Nave** moved to accept the Second and Final Reading of **BILL NO. 26-15** and enact the Bill as **Ordinance 4.732**. **Mayor Pro Tem Davis** seconded.

**Roll Call vote:** “aye”, Councilman Nave, Councilman Davis, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0) **Mayor Moore** stated **BILL NO. 26-15** stands enacted as **Ordinance Number 4.732**.

**Item No. 16a. On the Agenda. RESOLUTION R-26-27**, A Resolution declaring the City Council to formally recognize and honor the life and legacy of James “Pete” Hall by the Honorary Designation of the Gladstone Post Office as the “James Pete Hall Post Office.”

**Councilman Smith** moved to approve **RESOLUTION R-26-27**, A Resolution declaring the City Council to formally recognize and honor the life and legacy of James “Pete” Hall by the Honorary Designation of the Gladstone Post Office as the “James Pete Hall Post Office.” **Councilmember Spallo** seconded. The Vote: “aye”, Councilman Nave, Councilman Smith, Councilmember Spallo, Mayor Pro Tem Davis, and Mayor Moore. (5-0)

**Item No. 17. On the Agenda.** Other Business.

**Councilmember Spallo** reminded everyone that the Gladstone Area Chamber of Commerce will host its annual Bluesfest this Friday and Saturday, beginning at 5:00 pm at Linden Square.

**Item No. 18. On the Agenda.** Adjournment.

**Mayor Moore** adjourned the May 11, 2026, Regular City Council meeting at 8:20 pm.

Respectfully submitted:

\_\_\_\_\_  
Kris Keller, City Clerk

Approved as presented: \_\_\_\_\_

Approved as modified: \_\_\_\_\_

\_\_\_\_\_  
Jean B. Moore, Mayor

## **PROCLAMATION**

**WHEREAS**, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers, and vital participating members of our communities; and

**WHEREAS**, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

**WHEREAS**, June 15th, 2026, marks the 21st Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and

**WHEREAS**, The National Center on Elder Abuse (NCEA) and the City of Gladstone recognize the importance of taking action to raise awareness, prevent, and address elder abuse; and

**WHEREAS**, as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

**WHEREAS**, Ageism and social isolation are major causes of elder abuse in the United States; and

**WHEREAS**, recognizing that it is up to all of us to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

**WHEREAS**, preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

**WHEREAS**, where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults and join us in our engaging and empowering movement, and putting an end to abuse.

**NOW, THEREFORE**, I, Jean B. Moore, Mayor of the City of Gladstone, Missouri, on behalf of the members of the Gladstone City Council and all Gladstone residents, do hereby proclaim June 15th, 2026, as

### **WORLD ELDER ABUSE AWARENESS DAY**

in Gladstone, Missouri, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Signed this day of 8th Day of June 2026



## *Request for Council Action*

RES  # R-26-28

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 5/20/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to execute a contract with Strategic Government Resources for the recruitment of a Police Chief.

Background: The recruitment of a Police Chief is one of the most important leadership decisions for the City, as the position plays a critical role in public safety, organizational leadership, and community trust. Because the Police Chief reports directly to the City Manager and serves as a member of the City's leadership team, it is essential that the recruitment process identify candidates who not only possess strong law enforcement credentials but also align with the City's organizational culture, leadership expectations, and strategic priorities.

Under the City's Purchasing Policy, the City Council may determine that it is in the best interest of the City to waive the formal Request for Proposals (RFP) or competitive bid process when unique circumstances justify direct negotiation with a qualified vendor; staff believes such circumstances exist in this instance.

Strategic Government Resources (SGR) is nationally recognized for its specialization in executive recruitment for local government organizations, including extensive experience conducting Police Chief searches for municipalities across the country. In addition to its national recruitment capabilities, SGR brings significant institutional knowledge of the City through its prior work facilitating our annual Organizational Goal Setting and Strategic Planning process. Through this engagement, SGR has developed a strong understanding of the City's culture, governance structure, operational priorities, leadership expectations, and community values. This familiarity places SGR in a unique position to identify candidates who not only possess strong executive law enforcement experience, but who also demonstrate compatibility with the City's long-term vision and management philosophy. I believe that utilizing a firm already familiar with the City will improve efficiency in the recruitment process, reduce onboarding time for the consultant, and strengthen the likelihood of a successful long-term appointment. Given the specialized nature of Police Chief recruitment and SGR's demonstrated familiarity with the organization, I support that waiving the formal RFP process is justified and in the best interest of the City.

Budget Discussion: Funds are budgeted in the amount of \$ 29,419.00 from the General Fund. Ongoing costs are estimated to be \$0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Bob Baer  
Department Director/Administrator

CW  
City Attorney

BB  
City Manager

**RESOLUTION NO. R-26-28**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH STRATEGIC GOVERNMENT RESOURCES FOR THE RECRUITMENT OF A POLICE CHIEF.**

**WHEREAS**, Strategic Government Resources (SGR) has obtained valuable familiarity with the City through facilitating our annual Organizational Goal Setting process the past several years; and

**WHEREAS**, this existing relationship provides SGR with a strong understanding of the City's culture, strategic priorities, leadership expectations, and community values; and

**WHEREAS**, as a result, SGR is uniquely positioned to assist the City in identifying candidates who not only possess strong law enforcement credentials, but who also align with the City's long-term vision and organizational philosophy.

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

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Strategic Government Resources (SGR) for work as outlined in the proposal.

**FURTHER, THAT**, funds in the amount of \$29,419.00 for such purpose are authorized from the General Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk



## *Request for Council Action*

RES  # R-26-29

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 6/1/2026

Department: General Administration

Meeting Date Requested 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: A Resolution amending the City of Gladstone Employee Handbook

Background: Currently, several provisions within the City of Gladstone Employee Handbook are either unclear or overly restrictive, resulting in inconsistent interpretation and employee confusion. The proposed revisions are intended to provide greater clarity, improve operational effectiveness, and reduce organizational risk. The recommended changes include:

1. **Elected Officials Conflicting Employment Relationship** – The current policy identifies aunts, uncles, nieces, nephews, and cousins as conflicting employment relationship for Elected Officials. This restriction is considered unnecessarily broad and is proposed for removal while maintaining safeguards against direct supervisory conflicts and other potential conflicts of interest.
2. **Rest Breaks** – The policy is revised to clarify that employee rest breaks must be taken on City premises. This change is intended to reduce liability exposure and promote employee safety during paid break periods.
3. **Working Hours and Schedules** – The policy is revised to clarify that employees who are absent from work must utilize available accrued leave, as appropriate, to cover their absence. Employees may not elect unpaid leave when sufficient paid leave balances are available.
4. **Access to City Facilities Following Involuntary Separation** – A new provision establishes that individuals who are involuntarily separated from employment are prohibited from accessing City Hall, including the co-located Dispatch Center, without prior authorization from the City Administrator or designee. This measure is intended to enhance facility security and protect City operations.

The proposed amendments will improve policy clarity, ensure consistent administration, and better support the City's operational and security objectives.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk.

Amanda Wheeler  
Department Director/Administrator

CW  
City Attorney

BB  
City Manager

## **RESOLUTION NO. R-26-29**

### **A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK FOR THE CITY OF GLADSTONE, MISSOURI.**

**WHEREAS**, pursuant to Ordinance No. 3.859 and Gladstone City Code section 1.105.640 the City of Gladstone Employee Handbook may be amended from time to time by Resolution; and

**WHEREAS**, the proposed revisions include modifications to the Elected Officials – Conflicting Employment Relationships policy to remove unnecessarily restrictive provisions regarding extended family relationships while maintaining appropriate conflict-of-interest protections; and

**WHEREAS**, the proposed revisions clarify that employee rest breaks shall be taken on City premises in order to reduce liability exposure and promote employee safety; and

**WHEREAS**, the proposed revisions clarify that employees who are absent from work must utilize available accrued paid leave, as appropriate, to cover such absences and may not elect unpaid leave when sufficient paid leave balances are available; and

**WHEREAS**, the proposed revisions establish procedures regarding access to City facilities following involuntary separation from employment to enhance the security of City facilities and operations, including City Hall and the co-located Dispatch Center; and

**WHEREAS**, the City Council finds that adoption of these revisions is in the best interest of the City and its employees.

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

**THAT**, the City of Gladstone Employee Handbook is hereby amended to provide clarification and updates to the following policies:

1. Elected Officials – The current policy identifies aunts, uncles, nieces, nephews, and cousins as conflicting employment relationship for Elected Officials. This restriction is considered unnecessarily broad and is proposed for removal while maintaining safeguards against direct supervisory conflicts and other potential conflicts of interest.
2. The Rest Breaks policy is amended to clarify that employees are required to take authorized break periods on City premises to promote employee safety, availability, and operational accountability.
3. The Working Hours and Schedules policy is amended to clarify that employees shall utilize available Paid Time Off (PTO), when applicable, to maintain a full eighty (80) hour pay period and may not elect unpaid leave when sufficient PTO balances are available.
4. The Access to City Facilities policy is added to provide that former employees who have been involuntarily separated from employment are prohibited from accessing City Hall, including the co-located Dispatch Center, unless prior authorization has been granted by the City Manager or their designee.

**RESOLUTION NO. R-26-29**

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Mayor Jean Moore

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

**RESOLUTION NO. R-26-29**

**EXHIBIT A  
2026 EMPLOYEE HANDBOOK**

The City of Gladstone

# Employee Handbook



January 1, 2004  
Revised 2007, 2010, 2015, 2016, 2017  
Updated February 2018  
Updated May 10, 2022  
Revised 2024

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## WELCOME STATEMENT

Congratulations and thank you for accepting The City of Gladstone's offer of employment. One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and the potential to help the City succeed. We expect and depend upon you and each employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help the City succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our City.

Our Leadership Team and supervisory structure intends to provide you with the support and resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask your supervisor, department director or any of the members of our Leadership Team. They are here to help you perform to the best of your abilities.

Once again, welcome to The City of Gladstone; we are glad to have you with us.



Robert M. Baer  
City Manager

### Leadership Team Members:

- Assistant City Manager
- City Clerk
- City Counselor
- Finance Director
- Fire Chief
- Parks, Recreation & Cultural Arts Director
- Police Chief
- Public Works Director
- HR Administrator

## **GENERAL DESCRIPTION OF HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of The City of Gladstone ("City"). We expect each employee to read this Handbook carefully as it is a valuable reference for understanding our organization. During your initial orientation, you will be given an opportunity to sit down and carefully review this Handbook. This Employee Handbook supersedes all previously issued Handbooks and inconsistent verbal or written policy statements. The City reserves the right to revise, delete, and add to the provisions or policies described in this Employee Handbook, except for the policy of at-will employment, which can only be changed by the City Manager in writing. All such revisions, deletions, or additions must be in writing and must be signed by the City Manager. No oral statements or representations can change the provisions of this Employee Handbook.

None of The City's personnel documents and benefit plans, including this Employee Handbook, constitutes or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the City Manager has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

Not all City of Gladstone policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask your supervisor, department director or the Human Resources Division.

With the exception of employment at-will, the terms and conditions of your employment may be modified at the sole discretion of the City with or without cause or notice. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the City include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production; subcontracting; reduction, cessation, or expansion of operations; relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities; or any other terms and conditions that the City may determine to be necessary for the safe, efficient, and economic operation of its business.

## **APPLICATION**

Applications for vacant positions will only be accepted during the published open and closing dates and times. Where no specific opening is available, unsolicited applications or resumes will not be accepted and will be considered inquiries.

The City of Gladstone relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City of Gladstone's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Any applicant, following a job offer, may be required to take and pass a physical examination, functional capacity assessment and drug and alcohol test prior to commencing employment. In addition, Public Safety applicants may also be required to take a written, oral, polygraph, Computerized Voice Stress Analysis (CVSA) and/or psychological examination. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

## **RESIDENCY REQUIREMENTS**

The City Manager and municipal judges shall live within City Limits or shall establish residency within a reasonable time upon hire.

All other employees do not have to be residents of the City of Gladstone except in any instance where residency is required to conform to city ordinance, state law, or meet job responsibilities.

## **EXTENDING OR CANCELING THE RECRUITMENT PROCESS**

If a sufficient number of qualified applicants have not made application for the vacant position, the Human Resources division, after consultation with the appropriate supervisor, may extend the closing date, re-advertise the position or postpone the screening process. The City reserves the right to cancel any screening process at any time.

## **HIRING**

Individuals will be selected for employment with the City who most closely meet all the requirements and needs of the City. After an individual is selected for the position and an offer of employment has been extended; he/she is required to satisfactorily complete the following steps:

### Post-Offer Records Clerk

Applicants receiving a conditional offer of employment are required to undergo a background investigation. An applicant who refuses to undergo a background investigation will be denied employment with the City. All records checks completed by an outside third party such as employment and credit histories are done in accordance with the Fair Credit Reporting Act (FCRA). In addition, emergency services personnel applicants utilize in-house reviews and database systems for criminal records checks and other such structures. The background/records checks conducted are based upon job related needs analysis.

### Post-Offer Drug test

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Applicants for safety sensitive positions of employment with the City receiving a conditional offer of employment are required to undergo a drug test as part of the hiring process. Before a drug test is administered, job applicants must sign a consent form authorizing the test and permitting release of test results to those City officials with a need to know. All minors must have a release signed by a parent or guardian. A job applicant who refuses or is unable to submit to or who tampers with a drug or alcohol test will be denied employment with the City. Job applicants will be denied employment with the City if a negative test result is unable to be reported in accordance with the Substance Abuse Policy.

#### Post-Offer Physical Exam/Functional Capacity Assessment

Regular full-time candidates receiving a conditional offer of employment may take a physical exam based on the requirements of the job and/or functional capacity assessment, after which a determination will be made regarding whether the individual is able to perform the essential functions of the position with or without accommodation.

## **INVESTIGATIONS & REFERENCE VERIFICATIONS**

The City of Gladstone may occasionally find it necessary to investigate applicants or current employees, where behavior or other relevant circumstances raise questions concerning, for example, work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. The City's investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. Employees subject to an investigation are required to cooperate with the City's lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

## **EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

The City is committed to fostering a culture of diversity and inclusion. Our employees are one of our most valuable assets. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and the city's achievements as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, gender identity or expression, sexual orientation, national origin, physical and mental ability, race, religion, and other characteristics that make our employees unique.

The City of Gladstone' diversity initiatives are applicable – but not limited – to our practices and preserving a work environment built on the premise of maintaining effective working relationships with co-workers, other city employees and the public that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of the City of Gladstone have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other city-sponsored and participative events.

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The City is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, religion, sex, age, national origin, disability, genetics and any other basis protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the City are prohibited from engaging in this type of conduct. Please contact the Human Resources Division for further information about this program.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the City will attempt to reasonably accommodate those individuals, unless doing so would create an undue hardship on the City. Any qualified applicant or employee with a disability, who requires an accommodation in order to perform the essential functions of the job, should contact the Human Resources Division and request an accommodation.

The City of Gladstone does not discriminate against any applicant or employee because of that individual's genetic information, and does not conduct any genetic testing on any applicant or employee under any circumstance. Nor does the City of Gladstone request, require, purchase or deliberately acquire any genetic information (including information from genetic tests, the genetic test of family members, family medical history, or information about any employee's, applicant's, or family member's request for or receipt of genetic services) except as specifically allowed. Tests for drug and alcohol are not considered "genetic testing" and may be required by the City of Gladstone in appropriate circumstances. The City may request certain medical information to comply with the Family and Medical Leave Act (FMLA) provisions. The extent the City of Gladstone receive information about an applicant's or employee's family medical history or other genetic information inadvertently (e.g. in the administration of a leave request or accommodation request), that information will not be used except as required for any legitimate purpose (e.g., to consider a leave request for a family member's medical condition), and will be treated and maintained as a confidential medical record and will not be disclosed except as allowed or required by applicable law. Nothing in this policy precludes DNA analysis of employees for law enforcement purposes.

You should report every instance of unlawful discrimination or harassment to your department director, Human Resources Administrator or the City Manager, regardless of whether you or someone else is the subject of the discrimination. Detailed reports--including names, descriptions, and actual events or statements made--will greatly enhance the City's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the City will conduct an investigation. The City prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any supervisor or employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including termination from employment.

If the investigation determines that prohibited discrimination or other conduct that violates the City's policy has occurred, the City will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. The City will also evaluate whether other employment practices should be added or modified in order to deter and prevent similar conduct in the future.

## **REASONABLE ACCOMODATION**

In accordance with applicable federal and state law, the City will provide reasonable accommodation for qualified persons with disabilities who are employees or applicants for employment, and who can perform the essential functions of the job with or without accommodation, unless undue hardship to the City would result.

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If an employee becomes disabled and needs a reasonable accommodation, the employee shall notify his department director who will work with the employee and Human Resources to determine if a reasonable accommodation can be made. The employee should request and complete a *Request for Reasonable Accommodation* form, which is available via Human Resources.

## **COMMUNICABLE DISEASES**

The City of Gladstone's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgements concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (Infectious hepatitis), viral Hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), including the SARS-CoV-2 (coronavirus) and tuberculosis. The City of Gladstone may choose to broaden this definition within its best interest and in accordance with the information received through the Centers for Disease Control and Prevention (CDC).

The City of Gladstone will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. The City of Gladstone reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

The City of Gladstone will comply with all applicable statutes and regulations that protect the privacy of the persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.

## **IMMIGRATION COMPLIANCE**

The City of Gladstone will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States.

If you have any questions or need more information on immigration law issues, please contact the Human Resources Division.

## **HARASSMENT FREE WORKPLACE POLICY**

Commitment to Harassment-Free Workplace. The City is committed to maintaining a workplace that is free from any form of harassment because of race, color, religion, sex, age, national origin, disability, or any other characteristics protected by law.

Prohibition Against Retaliation. This policy also prohibits retaliation or adverse employment

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action against any employee who exercises his/her rights under this policy, who cooperates or participates in any City investigation, or who participates in any manner in any investigation or proceeding conducted or pursued by any governmental agency.

### **Supervisory and Employee Responsibilities**

All of our supervisors should ensure that employees are not subjected to harassment and should ensure that employees do not engage in harassment or retaliation. Each supervisor who observes or learns of any possible harassment in the workplace should immediately report it to his or her department director, City Manager or Human Resources Administrator.

The City also believes that cooperation from all employees is the best way to ensure that the work environment remains free of harassment and that any concerns about harassment are immediately addressed. Accordingly, each employee is responsible for conducting himself/herself in a manner that is consistent with this policy. Employees who believe they are being subjected to harassment are encouraged to take reasonable appropriate action to prevent and/or stop such harassment including but not limited to advising the harasser in a respectful manner that his/her conduct is unwelcome and offensive, and asking that he/she stop the behavior.

### **Definition of Harassment**

Harassment may encompass a wide range of verbal, physical and visual behaviors in the workplace and may be sexual in nature. "Sexual harassment" means unwelcome, unsolicited, uninvited, offensive or undesirable conduct of a sexual or non-sexual nature directed at or affecting an employee on the basis of his/her gender. "Non-sexual harassment" means conduct that is offensive or shows hostility toward an employee because of his/her race, color, religion, age, national origin, disability or other characteristic protected by law.

Forms of harassment that would violate the policy include the following:

1. If the employee is promised or given some favorable employment action or benefit only if the employee will submit to or tolerate the harassing behavior in question.
2. If the employee is threatened with or suffers adverse employment action because he/she rejected or refused to tolerate the harassing behavior in question.
3. If the harassing behavior in question unreasonably interferes with the employee's work performance or creates an intimidating, hostile, abusive or offensive work environment.

It is not possible to define every action or all words that could be interpreted as harassment. Each situation depends on a number of factors (including severity/seriousness, frequency, nature, presence or absence of a tangible job consequence, etc.). Each situation will be reviewed on a case-by-case basis. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary. In addition, even if the behavior in question may not constitute harassment under this policy, it may still be inappropriate in the workplace.

### Examples

The examples listed below are not meant to be a complete list of behaviors that may be objectionable or that may constitute harassment. They are provided so that employees have a better understanding of the general range of behaviors that might constitute harassment:

Examples of "sexual-harassment" include but are not limited to:

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- a) sexual advances, propositions or flirtations; request or pressure of any kind for sexual favors, activities or contact;
- b) sexually explicit, graphic, abusive, degrading, intimidating or offensive jokes, comments, remarks or gestures;
- c) physical contact or touching of a sexual nature, including physical or sexual assault;
- d) display, circulation or communication of any sexually suggestive, explicit, graphic, or offensive objects, pictures or materials of any kind; and
- e) other similar types of unwelcome sexually-related conduct.

Examples of “non-sexual harassment” include but are not limited to:

- a) epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, religious creed, color, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, pregnancy, military status and any other characteristics protected by law;
- b) written or graphic materials that denigrate or shows hostility or aversion toward an individual or group because of race, religious creed, color, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, pregnancy, military status and any other characteristics protected by law, and that is placed on walls, bulletins boards, E-mail, or elsewhere on City premises or is otherwise circulated in the workplace;
- c) other similar types of unwelcome non-sexual harassment.

### **Reporting and Investigating Violations**

The City encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender’s position or identity. Multiple avenues of registering complaints are provided so that the employee may contact one or more of the designated individuals. An employee is encouraged and empowered, but not required, to advise the offender that the offender’s behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. However, the City recognizes that an individual may prefer to pursue the matter through the formal system as noted below:

What Situations Must Be Reported. Each employee should promptly report the following: (1) if he/she has been harassed by another employee or a non-employee; (2) if he/she has witnessed or observed first-hand the harassment of another employee; (3) if harassment has been reported to him/her by another employee; (4) if he/she has been retaliated against for reporting a violation of this policy or for cooperating or participating in any City or governmental investigation of harassment; and (5) if after reporting harassment, the harassment has continued.

When to Report. Any of the above situations are to be reported immediately. They should be reported as soon as they occur or immediately after an employee obtains knowledge that there has been a violation of this policy.

Where to Report. Any of the above situations may be reported to any of the following individuals: (1) your department director; (2) Human Resources Administrator; or (3) City Manager.

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Investigation. Upon receipt of a report or complaint, the City will undertake an objective and thorough investigation.

Determination. Upon conclusion of the investigation, the City will determine if the behavior in question constitutes unlawful harassment or other form of inappropriate behavior (see below). Appropriate action will be taken as warranted under the circumstances.

Confidentiality. Confidentiality will be maintained by the City to the extent possible under the circumstances.

Communication of Outcome. To the extent that it would be appropriate to do so, the City will inform the reporting or complaining employee and others who have a legitimate need to know of the general outcome of the investigation.

Consequences for Violating this Policy. If the City believes that it is more likely than not that a violation has occurred, then the City will take appropriate action. Such action may include disciplinary action, up to and including termination.

Other Inappropriate Behavior. Behavior that is not unlawful harassment under the law or under any of our policies might still be inappropriate behavior for the workplace. Even if the City determines that an individual's behavior does not rise to the level of unlawful harassment, the City may still impose appropriate disciplinary action, up to and including termination. As a general rule, disciplinary action will be imposed if the City believes the behavior was otherwise inappropriate, unprofessional, unbecoming, objectionable, inconsistent with the spirit of the City's harassment-free workplace philosophy or policy, or not in the best interest of the City.

## **POLICIES AGAINST WORKPLACE VIOLENCE**

The City of Gladstone recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of City Employees are paramount. Therefore, the City has adopted this policy regarding workplace violence.

We do not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring the City of Gladstone into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

### Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several City employees. Workplace violence may involve any threats or acts of violence occurring within course or scope of employment, regardless of the relationship between

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the City and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the City or that may lead to an incident of violence on City premises. Threats or acts of violence occurring off City premises that involve employees, agents, or individuals acting as a representative of the City, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of City property or another employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Unauthorized possession or use of firearms, weapons or explosives while on city property or city business; or
- i. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the City's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, workplace violence refers to behavior that is personally and physically offensive, threatening, or intimidating.

Individual Situations: While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or the Human Resources Division if any employee exhibits behavior, which could be a sign of potentially dangerous situations. Such behavior may include:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior.

### Enforcement

Any person who engages in a validated threat or violent action on City property shall be removed from the premises as quickly as safety permits and may be required, at the City's discretion, to remain off City premises pending the outcome of an investigation of the incident. Violation of Federal, State, or Municipal Law may result in arrest.

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When threats are made or acts of violence are committed by employee(s), a judgment will be made by the City management as to what actions are appropriate, including possible medical evaluation or mandatory referral to Employee Assistance Program Services and/or possible disciplinary action.

Once a threat or act has been substantiated, the City of Gladstone will put the offender on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response, which may lead to disciplinary actions.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of the City should be interpreted in a manner that prevents the making of these necessary decisions.

Employees shall cooperate fully with police and other law enforcement officials in the investigation and prosecution of violent acts.

## **POLICY REGARDING VIOLENT CRIME**

### Statement of Policy

The City of Gladstone recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential commission of a violent crime in the workplace may threaten the safety of employees as well as citizens or customers. Therefore, it is the City's policy to provide guidelines to employees about the signs of developing violence and steps to take to prevent or address violence.

### Guidelines for Protecting Employee and Customer Safety

Prevention is the threshold measure to protect employee and customer safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the Public Safety Communications Office (ext.: 3547 or 911).

In the unfortunate event of a holdup or robbery, you (except for commissioned law enforcement officers) should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of customers and other employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile, et cetera in hope of later identification.

Once the incident is over, you should remain where you are--do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the Public Safety Communications Office (ext. 3547 or 911). While waiting for the law enforcement personnel to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

## **SECURITY**

You should be alert at all times and should report the presence of any suspicious persons to your supervisor/manager or the Department Director immediately. You should also maintain in a secure location your keys and identification badge(s). Do not lend these items to anyone who is

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not authorized to possess them. Similarly, computer passwords, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have that information.

## **CONFIDENTIALITY**

No employee shall disclose confidential information concerning the property, government or affairs of the City, nor shall he/she use such information to advance the financial or other private interest of himself/herself or others.

Confidential information about the City of Gladstone, its employees, customers, and citizens is to be kept confidential and divulged only to individuals within the City with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

The City protects the privacy and confidentiality of protected health information (PHI) whenever it is used by city employees. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course and scope of their job duties. See department policies and guidelines for details. Employees may be required to enter into written confidentiality agreements confirming their understanding of the City's confidentiality policies.

All records and files maintained by the City remain the property of the City. Confidential records and files are not to be disclosed to any outside party without express authorization. Confidential information includes, but is in no way limited to: protected health information and personnel records regarding current and former employees. Confidential information may not be removed from City premises without express authorization.

## **JOB DUTIES**

As part of your initial orientation, you will learn the various duties and responsibilities of your job. You may request a copy of the written job description for your individual position, if it is not provided to you upon hire. The City of Gladstone maintains certain expectations and standards applicable to your job position. Your supervisor should review these with you.

It is expected that all employees will perform additional duties and assume additional responsibilities as assigned by their supervisor for the efficient operation of the City.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

## **CONDUCT & EMPLOYMENT OUTSIDE WORK**

Prior approval must be obtained from an employee's respective Department director for employment outside of city work. It is important to ensure that there is no conflict of interest. Reassurance should be confirmed that the employee's working hours, and the employee's efficiency in his/her City job is not reduced. Each Department director may be asked to provide a list to the Human Resources Division of employees working outside and where employed.

The City of Gladstone prohibits the off-duty use of the City's work uniform or logo, except in the case of Public Safety Officers as specifically approved.

## **CONFLICT OF INTEREST**

No employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, equipment or services. Any employee violating this section shall forfeit his/her office or employment.

No employee shall engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or that would tend to impair his/her independence of judgment or effectiveness in the performance of his/her official duties. The City Manager shall have the final determination of incompatibility or impairment.

No employee shall sell or barter anything to the City. No employee shall make any contract with the City or purchase anything from the City other than those things which the City offers generally to the public (i.e., utility services), and then only on the same terms as are offered to the public.

Any financial or other private interest in any proposed City legislation by an employee shall be promptly disclosed to the City Manager upon learning of the proposed legislation, regarding the nature and extent of such interest.

No employee shall appear on behalf of a private interest before any officer, department or agency of the City government and no employee shall represent private interests in any action or proceeding against the interest of the City, in any litigation to which the City is a party or in any action or proceeding in the Municipal Court in which the City or any agency or any officer or employee of the City, in the course of his/her duties, is a complainant.

## **INNAPROPRIATE GIFTS**

A City employee is not permitted to accept or solicit any gift, favor, or thing of greater than normal value from any person, company or representative of companies having or seeking business relationship with the City of Gladstone. This shall not include gifts that may be made during holiday, celebratory or recognition times from vendors, such as popcorn, fruit, candy, etc.

City employees may accept giveaways at conferences, professional association meetings, trade shows, etc. that they may be attending on City business. Occasionally drawings or similar contest are held at such events. Employees may enter such contests and may keep any item they may win.

## **WHISTLEBLOWER PROTECTION**

The City of Gladstone strives to operate in an ethical, honest and lawful manner and expects its staff, administrators, and volunteers to conduct their activities in accordance with City policies and applicable law. A whistleblower is defined by this policy as an employee of the City of Gladstone, who reports an activity that she/he considers illegal or dishonest to one or more of the parties specified by this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures. Appropriate leadership officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered, and any other fraudulent financial reporting.

If an employee has knowledge of, or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her department director or the HR Administrator. The employee must

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exercise sound judgement and good faith to avoid baseless allegations. An employee who intentionally files a false report of wrong doing will be subject to disciplinary action up to and including termination. Should an employee wish to make a good faith anonymous report, it should be directed to the HR Administrator, Assistant City Manager or City Manager.

Whistleblower protections are provided in two important areas, confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. No employee who makes a good faith report shall be subject to retaliation, including harassment or any adverse employment as a result of making a report. Any employee who believes she/he are being retaliated against must contact the HR Administrator, Assistant City Manager or City Manager. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged or investigated. The City will take whatever action is necessary and appropriate to address a violation of this policy.

## **HIRING RELATIVES**

The employment of relatives or significant others can cause various problems including but not limited to charges of favoritism, conflicts of interest, employee morale or discord concerns and scheduling conflict that may work to the disadvantage of the City and employees. The following guidelines are intended to aid in the avoidance of such circumstances; this policy pertains to all employees.

Generally, the City will not hire, on a full time regular or part time regular basis, another person with whom a present employee has a conflicting employment relationship. For purposes of this policy, a conflicting employment relationship includes, but is not limited to, parents, brothers, sisters, sons and daughters- including in-laws and step relations in each case- husband, wife, aunts, uncles, nieces, nephews and cousins, grandparents and grandchildren. In addition, guardians and wards will constitute conflicting employment relationships.

- A. The employment of relatives of current employees in full time or part time positions is permitted only when the placement ensures that relatives (or those with conflicting employment relationships) are working in separate departments.
- B. The employment of relatives (or those with conflicting employment relationships) of current employees in seasonal or variable part-time positions within a department may be permitted as long as there is no supervisor/subordinate relationship, it does not create a disruption or potential disruption in the work environment, does not create any actual or perceived conflict of interest or is not prohibited by any other law, regulation or policy.
- C. Conflicting employment relationships (as defined above) of the City Manager, Assistant City Manager, department directors, Municipal Judge, City Clerk, City Attorney, and/or HR Administrator are not eligible for employment, except for seasonal positions. Members of the family of an appointee to a City Board or Commission are not eligible for employment if the Board or Commission has assigned duties or provides advisory oversight to the department in which the employment is sought.
- D. If two employees become married to each other, have a conflicting employment relationship or become otherwise related as immediate family members, they may continue to be employed by the City, provided that neither holds a supervisory position, no special scheduling requirement exists, and the relationship does not create any job performance problems or negatively affect morale in the organization. If a conflicting employment relationship occurs after employment and the employees work in the same department the employees must either work opposite shifts, one of the employees must

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transfer to another open position (where they have the necessary qualifications to fill the vacancy) in another department within the City, or resign. Such transfer or resignation must be made within 30 days from the date the relationship is established. If one of the employees does not resign within this time frame, the employee with the lesser term of service will be terminated. The City is not obligated to create a new or open position to accommodate a transfer required under this section. In the case of an elected Municipal Official – the employee must resign prior to the elected official assuming office or upon marrying or otherwise establishing a relationship whereby they become members of each other's immediate family.

- E. Employees are expected to keep all aspects of personal relationships with any co-worker out of the workplace. Work-related problems which occur, in whole or part, due to personal relationships between co-workers will be dealt with as any other performance issue. If a performance problem is not corrected, one or both of the employees, as determined by leadership to be in the best interest of the City, may be subject to discipline up to and including termination from employment.
- F. This policy must be considered when hiring, promoting, or transferring an employee. If through a future act of promotion, demotion, transfer or other employment action one of the affected employees assumes a position as a supervisor, one of the affected employees must resign. Such resignation must be made 30 days from the effective date of the employment action. If one of the employees does not resign within this timeframe, the employee with the lesser term of service will be terminated.

This policy does not apply to employment relationships existing prior to the formal adoption of this policy, provided the affected employees may at no time (through promotion, demotion, transfer, or other) assume a supervisor position.

A temporary assignment, approved by the City Manager or his/her designee, based on the operational needs of the City that creates a conflicting employment relationship is an exception to this policy. The City reserves the right to exercise the appropriate managerial judgement to take such actions as may be necessary to achieve the intent of this policy. Unusual circumstances will be addressed on a case-by-case basis.

### **Elected Officials – Conflicting Employment Relationships**

To avoid actual or perceived conflicts of interest, elected officials of the City shall not participate in the hiring, supervision, promotion, discipline, evaluation, or employment-related decisions involving individuals with whom they have a conflicting employment relationship.

For purposes of this policy, a conflicting employment relationship includes the following relatives, whether by blood, marriage, step-relationship, or adoption:

- Parents
- Brothers and sisters
- Sons and daughters
- Fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law
- Husbands and wives
- Grandparents
- Grandchildren

In addition, guardians and wards shall be considered conflicting employment relationships under this policy. No employment action shall be taken that would create a direct or indirect supervisory relationship or

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otherwise present a conflict of interest involving an elected official and an individual within the relationships identified above.

## **EMPLOYEE DRESS & PERSONAL APPEARANCE**

The City requires all employees to present a professional image to the public, which promotes a productive work environment and complies with health and safety guidelines. You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing proper attire.

Please contact your supervisor for specific information regarding acceptable attire and personal appearance for your position. The City of Gladstone recognizes the importance of individually held religious beliefs to persons within its workforce. The City of Gladstone will make reasonable accommodations in accordance with applicable law and unless the accommodation creates an undue hardship. Accommodations of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire or personal appearance accommodation based on religious beliefs and/or other protections should contact the Human Resources Division.

All employees who are required to wear uniforms during their normal working hours are not to wear the uniforms into places of business such as taverns or other like establishments after work hours. While wearing City uniforms, employees represent the City; therefore, behavior should be above reproach at all times.

Per IRS Guidelines, City provided clothing or uniforms are excludable from taxable wages of the employee if they are:

1. Specifically required as a condition of employment; and are
2. Not worn or adaptable for general use as ordinary clothing.

If a uniform or clothing allowance qualifies to be excludable from taxable wages, then the cleaning costs are also excludable from taxable wages. Uniforms or clothing, provided by the City or provided through an allowance to the employee are includable in taxable wages if they do not qualify for the above exclusions. Allowances that includable in the taxable wages of an employee will be reimbursed/paid through payroll as miscellaneous pay.

### **General personal appearance guidelines for employees are as follows:**

Shirts and other attire provided by the City are not to be altered, except to achieve appropriate fit. At no time will employees wear clothing or groom themselves in such a way that they appear dirty, ragged or frayed. Sexually provocative or distracting clothing such as tight fitting, revealing or sheer attire is prohibited. Employees are not permitted to wear clothing that is imprinted with illustrations or messages that are insulting or demeaning to co-workers, citizens or the general public. Clothing (including hats-normally worn with bills forward) with political slogans or advertisements for products are prohibited.

#### For Office Personnel:

Unacceptable clothing includes, but is not limited to denim jeans, shorts, sweat pants, and T-shirts or sweat shirts with offensive slogans or pictures, cutoffs, beach attire, halter and/or spaghetti strap tops, and loose footwear such as flip-flops or thongs. \*Note: Denim may be  
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deemed acceptable if specifically approved by the City Manager – see “Special Attire Days.”

Exposed tattoos, nose rings, rings or jewelry in tongues, or any other form of exposed flesh piercing or body “art” (except moderate earrings) is prohibited. Excessively bright-colored or eccentric hairstyles are not acceptable for employees working in public areas or whose job duties require them to meet or be visible to citizens and visitors in the workplace.

Business or operational reasons might require employees to wear formal business attire regularly or from time to time. Employees should consider the level of public contact and the types of meetings they are scheduled to attend in determining appropriate attire. Please contact your supervisor for specific information regarding acceptable attire and personal appearance for your position.

#### Special Attire Days

Special attire may be designated with the approval of the City Manager. On these days, employees may dress in comfortable, casual attire, as long as it is neat, clean, tasteful, and projects a positive image of the City of Gladstone.

#### For Personnel Working in the Field:

You must wear a firm boot or sturdy work shoe. Thongs, sandals, or other open style footwear that leaves the foot unprotected are prohibited. Provided uniforms, including footwear, are to be worn during work hours.

#### For Public Safety Personnel:

Please contact your supervisor for specific information regarding acceptable attire and personal appearance for your position and division, at the direction of the Department Director.

## **PERFORMANCE EVALUATIONS**

Performance evaluations are conducted from time to time to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. New employees typically participate in a formal performance evaluation at the end of their introductory period. Regular employees participate in an annualized formal performance evaluation at the direction of City Management.

In addition to these more formal performance evaluations, the City encourages you to discuss with your supervisor your job performance on an ongoing basis.

## **PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important. Please report any change of address, phone number, emergency contact, marital status, additional dependents, et cetera, as soon as possible to the Human Resources Division.

In compliance with Section 610.021, RSMo., individually identifiable personnel records are considered closed records. As required, some records pertaining to employees are maintained in separate files relating to medical issues and internal investigations. Only authorized supervisors, management personnel and authorized entities/agencies will have access to your personnel file. However, the City will cooperate with--and provide access to your personnel file to--law enforcement officials, or local, state, or federal agencies, and to you, in accordance with

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applicable law. All requests to review an employee's personnel file should be referred to the Human Resources Division.

The City will safeguard confidential health/medical records from disclosure and will divulge that information only (1) as allowed by law; (2) to the employee's personal physician upon written request of the employee; or (3) as required for workers' compensation cases.

## **USE OF TECHNOLOGY AND THE INTERNET**

The City's technical resources--including desktop and portable computer systems, fax machines, Internet and World Wide Web (Web) access, voice mail, electronic mail (e-mail), electronic bulletin boards, and its intranet--enable employees quickly and efficiently to access and exchange information throughout the City and around the world. When used properly, we believe these resources greatly enhance employee productivity and knowledge. In many respects, these new tools are similar to other City tools, such as stationery, file cabinets, photocopiers, and telephones. Because these technologies are both new and rapidly changing, it is important to explain how they fit within the City and within your responsibilities as an employee.

This policy applies to all technical resources that are owned or leased by the City, that are used on or accessed from City premises, or that are used on City business. This policy also applies to all activities using any City-paid accounts, subscriptions, or other technical services, such as Internet and World Wide Web access, voice mail, and e-mail, whether or not the activities are conducted from City owned premises.

**NOTE:** As you use the City's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. Like any other document, an e-mail message or other computer information can later be used to indicate what an employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it may still be recoverable and may even remain on the system.

### Acceptable Uses

The City's technical resources are provided for the benefit of the City and its citizens, vendors, and suppliers. These resources are provided for use in the pursuit of City business and are to be reviewed, monitored, and used only in that pursuit, except as otherwise provided in this policy.

Employees are otherwise permitted to use the City's technical resources for occasional, non-work purposes with permission from their direct supervisor. Nevertheless, employees have no right of privacy as to any information or file maintained in or on the City's property or transmitted or stored through the City's computer, voice mail, e-mail, or telephone systems.

### Unacceptable Uses

The City's technical resources should not be used for personal gain or the advancement of individual views. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using City resources. The City may choose to block or filter Internet content that is unrelated to City business or poses a potential security risk.

Solicitation for any non-City business or activities using City resources is strictly prohibited. Your use of the City's technical resources must not interfere with your productivity, the productivity of any other employee, or the operation of the City's technical resources. Employees should not use City resources for personal uses including but not limited to social media, shopping or video

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streaming.

It is prohibited to send e-mail or other communications that either mask your identity or indicate that someone else sent them. You should never access any technical resources using another employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the City, or improper use of information obtained by unauthorized means, is prohibited.

Material stored and/or transmitted by computer, voice mail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, as well as any other category protected by federal, state, or local laws. Any use of the Internet/World Wide Web, intranet, or electronic bulletin board to harass or discriminate is unlawful and strictly prohibited by the City. Violators will be subject to discipline, up to and including termination.

The City of Gladstone does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the City reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

#### Access to Information

The City asks you to keep in mind that when you are using the City's computers you are creating City documents using a City asset. The City respects the individual privacy of its employees. However, that privacy does not extend to an employee's work-related conduct or to the use of City-provided technical resources or supplies.

The City's computer, voice mail, e-mail, or telephone systems, and the data stored on them are and remain at all times the property of the City. As a result, computer data, voice mail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the City's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information, including e-mail messages and files, that is created, sent, or retrieved over the City's technical resources is the property of the City, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the City's computer, voice mail, e-mail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the City. Employees should also be aware that, even when a file or message is erased or a visit to an Internet or Web site is closed, it is still possible to recreate the message or locate the Web site. City Management reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

#### Confidential Information

E-mail and Internet/Web access are not entirely secure. Others outside the City may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which organization, and even which particular person,

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accessed the service. If your work using these resources requires a higher level of security, please ask your supervisor or the MIS Division for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All employees should safeguard the City's confidential information, as well as that of citizens and others, from disclosure. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED.**

#### Security of Information

Although you may have passwords to access computer, voice mail, and e-mail systems, these technical resources belong to the City, are to be accessible at all times by the City, and are subject to inspections by the City with or without notice. The City may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. You should not provide a password to other employees (except to MIS professionals for repair purposes) or to anyone outside the City and should never access any technical resources using another employee's password.

In order to facilitate the City's access to information on its technical resources, you may not encrypt or encode any voice mail or e-mail communication or any other files or data stored or exchanged on City systems without the express prior written permission from the MIS Division and your department director. As part of this approval, the MIS Division will indicate a procedure for you to deposit any password, encryption key or code, or software with the MIS Division so that the encrypted or encoded information can be accessed in your absence.

#### Software Policy

You are prohibited from installing software on City computers. You must contact the MIS Division and obtain your supervisors' approval to have the software installed. Employees are prohibited from installing any software on any City technical resource without the express prior written permission from the MIS Division.

Involving the MIS Division ensures that the City can manage the software on City systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes the City and the individual employee to substantial fines and exposes the individual employee to imprisonment. Therefore, employees may not load personal software onto the City's computer system and may not copy software from the City for personal use. If you require specialized software to perform your job duties, work with your supervisor to submit a request to the MIS Division. If the request is approved, MIS will be responsible for installation of software and maintaining the media and licensing material.

#### Your Responsibilities

Each Employee is responsible for the content of all text, audio, or images that they place or send over the City's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter. Transmission of audio or video files are prohibited unless approved by the MIS Division and your department director.

Violations of any guidelines in this policy may result in disciplinary action up to and including

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termination. In addition, the City may advise appropriate legal officials of any illegal violations.

## **USE OF COPYRIGHTED MATERIAL POLICY**

Much of the information accessible on the Internet is protected by Federal Copyright Laws. Use of copyrighted material without the permission of the author, such as copying and/or distribution, is illegal and may subject you to civil or even criminal penalties. This applies to all types of copyrighted works, including music, movies, software and other literary and artistic works.

Employees must not make, store, transmit or make available unauthorized copies of copyrighted material using the City of Gladstone's computers, networks or storage media. If you have stored unauthorized copies of music, movies, software or other copyrighted works on the City of Gladstone's computer systems, you must delete those copies promptly.

## **USE OF STATIONERY & MAIL SERVICES**

All engraved or printed City stationery, envelopes, and other work materials are for City business only. These materials may not be used for personal correspondence or non-business matters. When signing business letters on City letterhead, the employee's name and title or position should be used.

Employees are requested to limit the sending or receipt of personal mail using the City's mail services and fax machine. Employees will be asked to reimburse the cost of postage for non-business related materials sent through the City's mail services.

## **OPERATION OF VEHICLES**

The purpose of this policy is to ensure the safety of those individuals who drive city vehicles and to provide guidance on the proper use of City fleet vehicles. Employees must at their own expense secure and maintain driver's licenses and endorsements appropriate to the types of vehicles they are required to operate for the City. The term "vehicle" as used in this policy, includes, but is not limited to, cars, trucks, backhoes, front-end loaders, and other motorized craft.

All employees authorized to drive City-owned or City-leased vehicles or to rent vehicles for use in conducting City business, must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. Employees must report any accident, theft, or damage involving a city vehicle to their supervisor, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible. From time to time, the City or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or the City's insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated, at management's discretion.

The use of City-leased vehicles and rental of vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management. Specific to taking home vehicles, all employees must receive prior authorization to use City vehicles and only those employees that live in the City of Gladstone are allowed to take home a City vehicle. Non-employees shall not be permitted to operate any City vehicle.

Vehicle accidents are costly to the City, but more importantly, they may result in injury to you or

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others. It is the driver's responsibility to efficiently operate the vehicle in a safe courteous manner and to drive defensively to prevent injuries and property damage. As such, the City endorses all applicable state motor vehicle regulations relating to driver responsibility. All drivers and passengers operating or riding in a city vehicle must wear seat belts. The City expects each driver to drive in a safe and courteous manner pursuant to the all traffic, vehicle safety and parking laws or regulations. The attitude you take when behind the wheel is the single most important factor in driving safely.

No driver shall operate a city vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury or prescription medication. Any employee who has a driver's license revoked or suspended shall immediately notify their department director or Human Resources. Failure to do so may result in disciplinary action up to and including termination of employment.

Employees must comply with state and federal laws regarding the use of electronic devices, including, but not limited to, cell phones, when driving a City vehicle. Drivers need to be aware when use of the cell phone is creating a distraction from safe driving and adjust their usage accordingly, including the use of hands-free appliances and pulling off the road to participate in/finish the conversation if needed. While driving, attention to the road and safety should always take precedence over conducting business over the phone. See Personal Communication Device policy.

In compliance with Federal and State law, it is the Commercial Driver's License (CDL) holder's responsibility to be familiar with the requirement of maintain a valid CDL license, however the City wishes to emphasize the following:

- You are not allowed to hold a mobile phone to conduct a voice communication or dial a mobile phone by pressing more than a single button while driving.
- You are not allowed to send or read text messages while driving.
- You must be properly restrained by a safety belt at all times while operating a commercial motor vehicle.
- The City may not let you drive a commercial motor vehicle if your CDL is suspended or revoked.
- You must notify your supervisor immediately if there has been any action taken against your license for any traffic violations (except parking), including but not limited to suspension, revocation, cancellations, or if you are disqualified from certain driving privileges.
- You must participate in the City's alcohol and controlled substance testing program. Medical marijuana, even if legally prescribed, is an illegal drug under federal law. The use of medical marijuana is prohibited conduct.

Certain employees may drive their own personal vehicles while conducting City business. These employees must possess a current, valid driver's license and maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven on City business. The City will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on City business, even if driving their own personal vehicles.

## **USE OF EQUIPMENT**

All City property—including, but not limited to desks, storage areas, work areas, lockers, file  
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cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. Employees who lose, misuse or take unauthorized possession of City property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including termination.

The City reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of the City has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Employees are not to consider any office, desk, or other work area as providing personal privacy, and all employees are assumed, as a condition of employment, to have authorized a search of their work area at the direction or discretion of their department director or the City Manager.

The City maintains a video monitoring system for the protection of its employees' and the City's interests. The City's premises are subject to video surveillance.

Employees are otherwise permitted to use the City's equipment for occasional, non-work purposes with permission from their direct supervisor or department director. Nevertheless, employees have no right of privacy as to any information or file maintained in or on City property or transmitted through the City. For purposes of inspecting, investigating, or searching employees' files or documents, the City may override any applicable passwords, codes, or locks in accordance with the best interests of the City, its employees, or its citizens or visitors. All bills and other documentation related to the use of City equipment or property are the property of the City and may be reviewed and used for purposes that the City considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of the City, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination.

## **EMPLOYEE PROPERTY**

Employees should not bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. The City assumes no responsibility for the loss, theft, or damage of employees' personal property.

## **EMPLOYEE PARKING**

The City provides employees with parking on a first-come first-served basis. You may park your vehicle in a non-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, citizens, vehicles belonging to the City, and others. The City will not be responsible for any damage to your vehicle or the contents of your vehicle while parked on City property.

## **TELEPHONES**

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls, both incoming and outgoing, regardless of the phone used, must be kept to a minimum and must not interfere with your work duties and responsibilities or the City policies. In the event it is

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necessary to make a personal long-distance call, incur roaming, data or other special charges, you shall reimburse the City for the cost. Abuse of the long-distance telephone call policy or incurring special charges may result in discipline, up to and including termination.

## **PERSONAL COMMUNICATION DEVICES**

The purpose of this policy is to establish guidelines for the use of City/Department-issued mobile telephones and personal communication devices, and the on-duty use of such devices or when use for authorized work-related purposes.

Because of the technical advances and varying manufacturer nomenclature, this policy will generically refer to all Personal Communication Devices (PCD) as such, but is intended to include all mobile or cell phones, Personal Digital Assistants (PDA) and other such wireless two-way communications and/or portable Internet access devices. PCD use includes, but is not limited to, placing and receiving calls, text messaging, blogging and micro-blogging, e-mailing, using video or camera features, playing games and accessing sites or services on the internet.

### Privacy Policy

Any employee utilizing any computer, Internet service, telephone service or other wireless service provided by or funded by the City of Gladstone expressly acknowledges and agrees that the use of such service, whether for city business or personal use, shall remove any expectation of privacy the employee, sender and recipient of any communications utilizing such service might otherwise have, including the content of any such communications. The City of Gladstone also expressly reserves the right to access an audit any and all communications (including content) sent, received and/or stored using such service at any time.

Employees are advised and cautioned that the use of a personally owned PCD either on-duty or after duty hours for city business-related purposes may subject the employee and the employee's PCD records to civil or criminal discovery or disclosure under applicable public record laws.

### City Issued PCD

Depending on an employee's assignment and needs of the position, the City of Gladstone may, at its discretion, issue a PCD. Such devices shall remain the sole property of the City and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without reason.

Incoming and outgoing calls of personal nature are prohibited, except for essential use, emergencies or 'de minimus' use. Examples of essential personal calls are calls to arrange for unscheduled or immediate care of a dependent, address a family emergency, or to alert others of an unexpected delay due to a change in work, operation or travel schedule, etc. Employees should not expect that any calls made using City-owned or City issued phones, PCD or systems, even if for "personal" reasons, are "private". City provided cellular device records are subject to public disclosure in accordance with the Missouri Sunshine Law.

### Use of Personal Communication Devices

PCD's, whether provided by the City of Gladstone or personally owned, should only be used by on-duty employees for legitimate City business except as provided for below.

PCDs may not be used to conduct personal business while on-duty, except when brief personal communications may be warranted by the circumstances (e.g., to inform family of extended hours). While employees may use personally owned PCDs for personal business during authorized breaks, such usage should be limited as much as practicable to areas where the communication will not be seen or heard by the public.

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Employees are prohibited from taking pictures, video or making audio recordings or making copies of such picture or recording media unless it is directly related to official city business. Using PCDs to harass, threaten, coerce or otherwise engage in inappropriate conduct with any third party is prohibited. Any employee having knowledge of such conduct shall promptly notify a supervisor.

The on-duty use of PCDs, including personally owned PCDs, for purposes other than what is specifically permitted within this policy is prohibited and may be subject to discipline up to and including discharge.

## **MEAL PERIODS & BREAKS**

### **Meal Periods**

Meal periods vary according to the daily needs of each department. Generally, lunch breaks are unpaid. Each employee's supervisor may schedule this time, keeping in mind that the department must serve the public at all times during working hours.

### **Rest Breaks**

Rest breaks are an important part of the work day. They are typically fifteen minutes twice per day, at the supervisor's discretion. During this time the employee will stay clocked in. Employees must remain on the premises and may utilize the break room or other suitable area.

Break periods cannot be combined or used for a longer break or use the break to report late to work or leave early from a shift. There is no set time frame that an employee is entitled to take a break. Anything an employee wishes to do outside of their normal work duties must be accomplished during the break.

Employees should remain flexible with rest breaks and meal periods to ensure business needs are met. Your supervisor will advise you of schedule changes as far in advance as possible.

## **HOUSEKEEPING**

All employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use common areas, such as the break room, locker room, restroom or City vehicles.

## **BULLETIN BOARDS**

Bulletin boards are reserved for the exclusive use of the City for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for Employees will be posted by the City on the bulletin boards. Please check the boards regularly for these notices. Employee postings are permitted on specifically designated bulletin boards only. The City reserves the right to remove any posting at its sole discretion.

## **SUBSTANCE ABUSE POLICY**

### **1. Policy Statement**

The City of Gladstone, Missouri is dedicated to providing safe and efficient service to its citizens

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and a healthy workplace for its employees. The City believes that use of controlled substances and misuse of alcohol by City employees is detrimental to the achievement of these goals.

In order to meet the goals of providing safe and efficient service and a safe and healthy workplace, the City is implementing this policy to prevent alcohol and controlled substance abuse by its employees. This City will not tolerate unauthorized use, abuse, possession or sale of controlled substances or misuse of alcohol by any of its employees, including part-time and seasonal employees. Drug and alcohol testing will be an integral part of the City's program.

## **2. Purpose**

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with all applicable federal regulations governing workplace anti-drug programs.

Pursuant to the Omnibus Transportation Act of 1991, the United States Department of Transportation (DOT) has enacted regulations that mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The DOT has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the DOT previously enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses. This policy incorporates those requirements of safety-sensitive employees and others when so noted.

The Federal Motor Carrier Safety Administration's (FMCSA) amended its regulations to establish a database that will contain information about violations of DOT/FMCSA drug and alcohol testing programs for Commercial Driver's License (CDL) holders including test results and test refusals. This database is called the CDL Drug and Alcohol Clearinghouse. The purpose behind forming the clearinghouse and establishing regulations regarding the Clearinghouse is to improve roadway safety by identifying and making readily available information regarding CDL drivers who have committed drug and/or alcohol violations that would render them ineligible to operate a commercial motor vehicle.

## **3. City of Gladstone Safety-Sensitive Employees**

Employees who perform safety-sensitive functions will be subject to random testing. The following is a list of City of Gladstone safety-sensitive positions:

- Any employee required to obtain a Commercial Driver's License (CDL)
- Commissioned Police Officers
- Firefighters/EMS Members
- Communication Officers
- Water Treatment Plant Operators
- Employees who are authorized and required to operate city vehicles, equipment or machinery.
- Swimming Pool/Life Safety employees

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#### **4. Application**

This policy applies to all safety-sensitive and non-safety-sensitive employees, paid part-time employees and seasonal employees when they are on City property in an official capacity or when performing any City related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Meetings and functions, which are primarily social in nature, are not defined as performance in an official capacity for the purpose of this policy. Visitors, vendors, and contractor employees are governed by this policy while on City premises and will not be permitted to conduct City business if found to be in violation of this policy.

#### **5. Employee Drug/Alcohol Education (All Employees)**

Each employee shall be given a copy of the City's policy and such other educational matters as may be deemed appropriate from time to time. All new employees shall receive this information upon hiring. Employees receiving this information shall sign a statement certifying they have received this information and this receipt shall be retained by the Human Resources Division.

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

The identity of the person(s) designated to answer employee questions about the City's policy and testing programs.

Information explaining the effects of alcohol and drugs on health, work and personal life, the symptoms of alcohol or drug problems and available methods of intervention including confrontation, referral to the employee assistance program (EAP) and discipline.

Information explaining when CDL drivers are subject to Federal Drug and Alcohol testing rules, if applicable.

Explanations of Employee conduct which is prohibited by this policy and the circumstances under which an Employee will be tested.

The drug and alcohol test procedures.

An explanation of when testing is required by State and/or Federal rules.

An explanation of what constitutes a refusal to test.

An explanation of the consequences of violations of this policy.

An explanation of the consequences of having an alcohol concentration greater than 0.02% but less than 0.04%.

An explanation of the City of Gladstone's requirement to report certain actions, violations, test results and knowledge to the Commercial Driver's License Drug and Alcohol Clearinghouse.

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

#### **6. Prohibited Substances**

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Prohibited substances addressed by this policy include the following:

Illegally Used Controlled Substances or Drugs: Federal regulations as outlined by the Department of Transportation identify illegal drugs and substances. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the United States Drug Enforcement Administration or the United States Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected should be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties.

A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing City business is prohibited.

Alcohol: The use of beverages containing alcohol or substances including any medication such that alcohol is present in the body while performing City business is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

## **7. Prohibited Conduct**

Manufacture, Trafficking, Possession, and Use: Any employee engaging in manufacture, distribution, dispensing, possession, or use of prohibited substances on City premises, in City vehicles, in uniform, or while on City business will be subject to disciplinary action up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

Intoxication/Under the Influence: Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Any employee found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action, up to and/or including termination.

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in federal regulations administered by the Department of Transportation.

Alcohol Use: No employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty. No employee shall have used alcohol within four hours of reporting for duty. No employee shall use alcohol during the hours that they are on compensated stand-by. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

## **8. Employee Responsibilities**

An employee must:

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- a) Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to alcohol or drug use, on or off duty;
- b) Not possess or use, or have the odor of alcohol or drugs on his/her breath during work hours, on breaks, during meal periods, while on City property in an official capacity, or while operating any City vehicle, or while on compensated stand-by time;
- c) Not directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee or both employees are on duty or on compensated stand-by;
- d) Consent to and submit immediately to reasonable requests for alcohol and/or drug analysis when requested by a supervisor, department director, and/or the City Manager or their designee;
- e) Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of job duties or operation of City equipment; and
- f) Provide within twenty-four (24) hours of request a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.

## **9. Supervisor Responsibilities and Guidelines**

The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination.

Supervisors may request that an employee submit to a drug and/or alcohol analysis when a supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. Reasonable suspicion is a belief based on objective and articulate facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred Speech
- Alcohol on breath
- Inability to walk a straight line
- An accident involving City property
- Physical altercation
- Verbal altercation
- Behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority
- Use or possession of alcohol or drugs

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- Information on use or possession of alcohol or drugs provided either by a reliable and credible source or independently corroborated
- Arrest or conviction for a substance abuse offense or being the subject of a criminal investigation into illegal drug possession, use, or trafficking
- Evidence that the employee has previously tampered with a previous drug test

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

Drug/alcohol tests are required for employees whenever there is a pattern of on-duty accidents/incidents or an accident/incident resulting in severe property damage or bodily injury.

Any supervisor who has a reasonable suspicion that an employee is impaired on the job by alcohol or other substance will, with the approval of the Department Director and the City Manager or his/her designee, immediately arrange for a substance screening. If a screening is required after normal business hours, the supervisor will make direct contact with the facility that has been designated to perform screenings for the City. The following procedures shall be followed:

- a) The supervisor should document in writing the facts constituting reasonable suspicion that the employee in question is impaired on the job by alcohol or other substances.
- b) Any supervisor requesting an employee to submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the City's designated facility where a drug and/or alcohol analysis will be performed.
- c) Any supervisor encountering an employee who refuses to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and consequences of this policy. Such continued refusal will constitute grounds for termination.
- d) Supervisors shall not physically search employees.
- e) Supervisors shall notify the Public Safety Department when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.
- f) Supervisors shall not confiscate, without consent, prescription drugs or medication from an employee.

Supervisors must produce employees for post-accident drug and alcohol testing within two hours of the accident or explain in writing why the employee was not produced. The employee may be given necessary medical treatment and if such treatment prevents normal drug or alcohol testing, the supervisor shall immediately inform the Human Resources Division.

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

Observations supporting a supervisor's reasonable suspicion of drug or alcohol use must be made just before, during or after the employee performs his/her job. These observations must be reduced to writing within 24 hours of the observation.

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Whenever drug or alcohol tests are required by this policy and the employee is not tested within eight (8) hours of notice of the need to test, the supervisor shall explain in writing why the test or tests were not performed.

Supervisors are responsible for maintaining the confidentiality of all substance abuse issues.

## **10. Results of Drug and/or Alcohol Analysis**

Upon a negative result, the employee shall return to work.

If the test result is positive, the employee will then be given the opportunity, at the employee's expense, to have a second screen using a different technique given on the same sample. If the second screen shows a negative result, it will be assumed that the individual is not under the influence of or impaired by alcohol or drugs, and the employee shall return to work. If negative, the City will reimburse the employee for the expense of the second screen.

If all tests indicate a positive result, the following shall apply:

- An employee may be ordered to seek assistance through the Employee Assistance Program. Written notice of referral to the Employee Assistance Program shall be given to the employee. As a condition of continued employment the employee must follow and provide evidence of participation in the rehabilitation program recommended by the Employee Assistance Program. Rehabilitation may consist of, but is not limited to, in-depth counseling and/or hospitalization all of which is at the employee's expense, and
- Formal disciplinary proceedings may be instituted against an employee up to and including termination.

**Reporting Results:** Under the amended FMCSA regulations, all Medical Review Officers, Substance Abuse Professionals and other service agencies are required to report violations of the DOT drug and alcohol testing regulations by applicants and employees to the CDL Drug and Alcohol Clearinghouse. Additionally, the City of Gladstone is required to conduct a query of the Clearinghouse pursuant to consent from an applicant, as part of the pre-employment driver investigation process, as well as a query for each current CDL driver employee on an annual basis. Essentially, the City must conduct a search of the Clearinghouse to see if the applicant or employee has tested positive for drugs or alcohol in violation of DOT drug and alcohol rules, and if so, if they have completed the required evaluation and treatment before being eligible to operate a commercial motor vehicle.

## **11. Testing for Prohibited Substances**

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstance warrant or as required by federal regulations. All employees shall be subject to testing prior to employment, for reasonable suspicion, and following an accident. In addition, all employees will be tested prior to and after return-to-duty after failing a drug test and/or after completion of rehabilitation treatment. Those employees who perform safety-sensitive functions as defined in this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with

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the procedures put forth in federal regulations administered by the Department of Transportation.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in federal regulations administered by the Department of Transportation.

Tests for alcohol concentration will be conducted utilizing a National Highway Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration greater than 0.02 but less than 0.04 will result in removal from his/her position for twenty-four (24) hours unless a re-test results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

Any employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP). A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

The City of Gladstone will report to the Clearinghouse, as required by law:

- A verified positive, adulterated or substituted drug test result
- An alcohol confirmation test with a concentration of 0.04 or higher
- A refusal to submit to a drug or alcohol test
- As defined at 49 CFR 382.107, the City's knowledge regarding:
  - On duty alcohol use pursuant to 49 CFR 382.205
  - Pre-duty alcohol use pursuant to 49 CFR 382.207
  - Alcohol use following an accident pursuant to 49 CFR 382.209
  - Controlled substance (including Cannabis) use pursuant to 49 CFR 382.213
- A substance Abuse Professional's report of the successful completion of the return-to-duty process
- A negative return-to-duty test
- The report of completion of follow-up testing.

The City of Gladstone affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

**Pre-Employment Testing:** All applicants applying for a safety sensitive position, including part-time and seasonal, shall undergo urine drug testing and breath alcohol testing prior to employment. Receipt by the City of satisfactory test results is required prior to employment and failure of a drug or alcohol test will disqualify an applicant for employment for a period of 120 days. Evidence of the absence of drug and alcohol dependency from a Substance Abuse Professional (SAP) and negative drug and alcohol tests will be required prior to further consideration for employment.

**Reasonable Suspicion Testing:**

All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the long or short-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to the following:

- Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- Physical signs and symptoms consistent with prohibited substance use.
- Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- Occurrence of a serious or potentially serious accident that may have been caused by human error.
- Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who repeatedly concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

**Post-Accident Testing:**

Employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all employees that are on-duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; and/or one or more vehicles incurs substantial damage, and/or the employee receives a citation under state or local law for a moving traffic violation arising from the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employees whose performance could have contributed to the accident.

**Random Testing:**

Employees in safety-sensitive positions will be subjected to random, unannounced testing. Employees will be randomly selected for testing from a pool of employees subject to testing. Each employee will have an equal chance of being tested more than once. The testing dates and times will be unannounced and will be conducted throughout the year.

Each year, the number of random tests conducted by the City must equal at least 50% of all the safety-sensitive employees or other percentage as required by the federal regulations.

**Return-to-Duty Testing:**

All employees who previously tested positive on a drug or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional before returning to work. Employees will be required to undergo frequent unannounced random urine and breath testing during the period of their re-entry statement of conditions. The Department of Transportation requires at least six (6) tests within the first twelve (12) months and the return-to-duty testing can be as long as sixty months.

**Employee Requested Testing:**

Any employee who questions the results of a required drug test under this policy may request an additional test be conducted. This must be inducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the second test invalidates the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in federal regulations administered by the Department of Transportation. The employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee and the split sample remains available.

**12. Medical Review Officer**

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

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

- The MRO shall determine whether and when a return to duty recommendation shall be made for an employee who has failed a drug test or refused to be tested and shall determine the schedule for return to work drug testing.
- Only the MRO may review and interpret each positive drug test and after meeting with the employee, report the results to the City.

**13. Substance Abuse Professional**

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

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

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

**14. Actions Taken in Response to Test Results/Refusal to be Tested**

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

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

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

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

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

Rehabilitation. Failure to immediately begin an approved rehabilitation program, successfully complete the program and/or participate in required or recommended after-care may result in disciplinary action up to and including termination. Rehabilitation may consist of, but is not limited to, in-depth counseling and hospitalization and will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave, vacation leave, and compensatory time to participate in the prescribed rehabilitation program.

City's Right to Discipline. The above notwithstanding, the City has the right to take immediate disciplinary action for a violation of this policy, including termination, based on the severity of the violation.

Federal Highway Administration Consequences. Besides the penalties set out by the City for violations of this policy, the following consequences for those with a CDL are required by FHA rules:

- a) No employee shall drive if they have used a listed drug (marijuana, cocaine, amphetamines, opioids, PCP), and no employee may drive within four hours of using alcohol or at any time when an alcohol test indicates an alcohol concentration of 0.04% or greater.
- b) A driver violating these rules may not return to work until evaluated and released by a SAP, and subsequently tested for alcohol and drugs with negative results.
- c) An employee tested with an alcohol concentration greater than 0.02% and less than 0.04% may not drive or perform other safety sensitive functions for twenty-four (24) hours after the test.
- d) Federal Civil penalties for breach of the federal rules range between \$1,000 to \$10,000 for each offense. Federal criminal penalties for violations of the Federal rules range between \$1 and \$25,000 for each offense or up to 1-year imprisonment for each offense.

## **15. Re-Entry Statement of Conditions**

Employees who re-enter the workforce must comply with a re-entry statement of conditions. The statement may include (but is not limited to):

- a) A release to work statement from an approved Substance Abuse Professional.
- b) A negative test for drugs and/or alcohol.
- c) An agreement to unannounced frequent follow-up testing.
- d) A statement of expected work-related behaviors.
- e) An agreement to follow specified after care requirements with the understanding that violation of the re-entry agreement is grounds for termination.

## **16. Policy Contact**

Any questions regarding this policy or any other aspect of the drug-free and alcohol-free program should contact the Human Resources Division.

## **GROUP HEALTH AND DENTAL INSURANCE**

The City of Gladstone offers group health insurance, including coverage for dental services to all eligible employees on the first of the month following your date of hire. Employees expected to fulfill the following employment classification(s) are eligible for enrollment in the insurance coverage:

- Regular full-time employees

These benefits and terms of the plans may change from time to time at the discretion of the City. Currently, the City provides individual coverage for the group health plan at no cost to regular full-time employees. An employee may choose either an HMO or a PPO group health plan. Employees requesting coverage for their children, spouse or other eligible family members will require employee contribution. A "125 plan" or Flexible Spending Account is available to allow the employee to pay their portion of the premium with pre-tax funds.

New employees should acquaint themselves with the health insurance plans, their options and the cost during the waiting period so that they may make a decision regarding insurance enrollment as soon as they achieve eligible employment status. Employees who do not enroll (or waive their coverage) within the first 30 days of becoming eligible will not be allowed to participate in the plan until the next annual enrollment period (typically June 1 to June 30). Late enrollees will be excluded from coverage or will be subject to a pre-existing condition limitation period, unless prior coverage was in place.

Employees should consult the Summary Plan Description for more complete information about eligibility and the details of the City's health insurance plan. Copies of the Plan Document and Summary Plan Description are available from the Human Resources Division.

## **FLEXIBLE SPENDING ACCOUNTS**

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The City of Gladstone provides a Section 125 Flexible Benefit Plan to all eligible employees. Employees expected to fulfill the following employment classification(s) are eligible for enrollment in the plan:

- Regular full-time employees

This plan allows the employee to pay their portion (dependent or family coverage) of the medical and dental premiums with a pre-tax payroll deduction. This plan also includes reimbursement accounts, which are funded by employee salary reductions, made on a pre-tax basis. Amounts placed in these accounts are used to provide reimbursement for expenses incurred by the employee for specified benefits during the year. There are two reimbursement accounts in the plan:

#### Health Care Reimbursement Account – “Flex-Med”

This account allows employees to recover expenses on a pre-tax basis for those qualified health care charges not reimbursed by any other source and not claimed on the participant's income tax return. These expenses can include deductibles, co-payments, amounts over reasonable and customary charges not covered by insurance, and other reimbursable expenses permitted as income tax deductions under Internal Revenue guidelines, such as prescription drugs, infertility treatments, lab tests and hearing aids.

#### Dependent Care Reimbursement Account – “Flex-Care”

This account allows an employee to use pre-tax dollars to provide qualified care for the following dependents:

- A child under the age of 13 for whom a dependent deduction is allowed under Internal Revenue guidelines.
- A child or adult who is physically or mentally incapable of caring for him or herself if the care will allow the participant or spouse to work.

Contributions made to these accounts and not used by the end of the plan year (June 30) will be forfeited. Employees desiring additional information regarding the terms and provisions of the flexible spending accounts are encouraged to contact the Human Resources Division.

## **LIFE AND A D & D INSURANCE**

The benefits and terms of the plans may change from time to time at the discretion of the City of Gladstone. Currently, the City provides group term life and AD&D (Accidental Death & Dismemberment) insurance for eligible employees. Employees expected to fulfill the following employment classification(s) are eligible for enrollment in the insurance coverage:

- Regular full-time employees

This benefit is provided at no cost to the employee.

Employees requesting Dependent Life insurance will require employee contribution. Employees desiring additional information regarding the terms and provisions of the insurance coverage are encouraged to contact the Human Resources Division.

## **DISABILITY INSURANCE**

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The benefits and terms of the long-term disability plans may change from time to time at the discretion of the City of Gladstone. Currently, the City provides long-term disability insurance for eligible employees. Employees expected to fulfill the following employment classification(s) are eligible for this insurance coverage:

- Regular full-time employees

Subject to certain restrictions and reductions, in the event of a disabling accident or illness, the insurance will provide up to 60% of your monthly earning or \$2,000 per month – whichever is less. The employee must be deemed medically disabled by a licensed physician. Benefits may begin after an employee has been disabled for three (3) months.

Employees desiring additional information regarding the terms and provisions of this insurance coverage are encouraged to contact the Human Resources Division.

The long-term disability insurance is provided at no cost to the employee.

Employees requesting voluntary short-term disability insurance will require employee contribution.

Employees desiring additional information regarding the terms & provisions of the insurance coverages are encouraged to contact the Human Resources Division.

## **BENEFITS CONTINUATION OF HEALTH INSURANCE (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") provides eligible employees and their qualified beneficiaries with the option to continue medical insurance coverage under the City's group policy, at their own expense and for a certain period of time, upon the termination of employment as well as in other circumstances. These circumstances are known as "qualifying event(s);" common qualifying events are resignation, termination of employment, retirement, reduction in an employee's hours or a leave of absence; death of an employee; an employee's divorce or legal separation; an employee's spouse or parent becoming entitled to Medicare and a dependent child no longer meeting eligibility requirements.

The City of Gladstone provides each eligible employee with a written notice describing rights granted under COBRA when an employee becomes covered under the group health insurance plan. The notice contains important information about the employee and the qualified beneficiaries' rights and obligations.

Employees desiring additional information regarding this benefit are encouraged to contact the Human Resources Division.

## **MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM (LAGERS)**

The City of Gladstone offers an employer-funded defined benefit retirement plan through the Missouri Local Government Employees Retirement Systems (LAGERS) to all eligible employees after completing five (5) years of credited service and meeting the minimum service retirement age. Employees expected to fulfill the following employment classification(s) are eligible for enrollment in the retirement plan:

- Regular full-time employees

The benefits and terms of the plans may change from time to time at the discretion of the City. Currently, the City provides the L6 non-contributory benefit level retirement plan. The Final

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Average Salary Period is determined using the highest 60 consecutive months contained in the last 120 months of service; this is commonly referred to as the "five-year final average salary".

The Missouri Local Government Employees Retirement System (LAGERS) is a body corporate created and governed by the State of Missouri to provide retirement, survivors and disability benefits to the state's local government employees. LAGERS is a non-profit entity which has the responsibility of administering the law in accordance with the expressed intent of the General Assembly and bears a fiduciary obligation to the State of Missouri, the taxpayers and the public employees who are its beneficiaries.

An additional information packet describing the plan is available through the Human Resources Division.

## **DEFERRED COMPENSATION PLAN**

The City of Gladstone offers a 457 Deferred Compensation program administered through the ICMA Retirement Corporation (ICMA-RC) for eligible employees. New employees may elect to participate in the Plan commencing on the first day of the month following the date they become an eligible employee. Employees expected to fulfill the following employment classification(s) are eligible for participation:

- Regular full-time employees
- Regular part-time employees (certain restrictions may apply)

The purpose of the Deferred Compensation Plan is to make available to eligible employees a means of investing his/her taxable annual income up to a yearly maximum. Participation in this program is handled through payroll deductions.

Participation in the Plan is voluntary and the City of Gladstone is not making any recommendation to the employees as to whether they should or should not participate. An additional information packet describing the plan is available through the Human Resources Division. Please consult the ICMA RC Retirement Plan Specialist for additional information. Annual financial reports are available upon request.

## **UNEMPLOYMENT COMPENSATION**

The City of Gladstone contributes to the State unemployment insurance fund on behalf of its employees.

## **SOCIAL SECURITY**

The City of Gladstone matches each employee's Social Security contribution dollar for dollar. An employee may be eligible to receive these benefits upon retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

## **WORKERS' COMPENSATION**

The City of Gladstone provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course and scope of employment that requires medical, surgical or hospital treatment. Subject to applicable state and legal requirements, workers' compensation insurance provides benefits after a short waiting period or, immediately, if the employee is hospitalized.

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Employees who sustain work-related injuries or illness should:

- a. Seek medical treatment and follow-up care if required.
- b. Report any work-related injury to their supervisor immediately.
- c. Complete a written claim form and return it to the Human Resources Division.

No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Prompt reporting is critical to ensure coverage under worker's compensation insurance. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither the City of Gladstone nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social, athletic or other activities sponsored by the City of Gladstone.

The law requires that the City notify the workers' compensation insurance provider of any concerns of false or fraudulent claims. Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

## **CREDIT UNION(S)**

Employees expected to fulfill regular full-time and regular part-time employment classifications are eligible to participate in a credit union. For more details regarding the services of eligible credit unions, please contact Human Resources or the credit union directly.

## **EMPLOYEE ASSISTANCE PROGRAM**

Recognizing that difficulties in your personal life may adversely affect your well-being and job performance, The City of Gladstone maintains a voluntary and confidential Employee Assistance Program ("EAP") to assist you and eligible family members in resolving a variety of issues. These issues may include (but are not limited to) drug and alcohol dependence, family or marital discord, emotional problems, and legal or financial difficulties.

You may contact the City's EAP counselor to obtain additional information and schedule appointments. Generally, employees should schedule appointments during non-working hours, including meal periods and before or after completion of their work schedule. All discussions, meetings, and records of employees' EAP counseling will be kept confidential to the extent allowed by law.

## **SMOKING AND TOBACCO USE POLICY**

In keeping with the City's intent to provide a safe and healthy workplace, employees, customers, vendors, and other guests are not allowed to smoke, vape or use any form of tobacco products in any City buildings or garage/bay areas. Smoking, possession of lighted cigarettes, pipes, cigars, vaping (the use of electronic nicotine delivery systems, e-cigarettes, e-hookahs, e-pipes, e-cigars) or the use of tobacco products is prohibited in front of any city building entrance or within the grounds of all public parks within the city. Nor may an employee smoke, vape or use any form of tobacco products while operating motor vehicles, maintenance or construction equipment at any time. This policy applies to any City-owned, leased, or rented vehicle(s). This policy may be further restricted if department policy prohibits tobacco use to promote greater public interest.

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#### Designated Smoking/Tobacco Use Areas:

The designated employee smoking areas where smoking, vaping and other forms of tobacco use shall be permitted include (1) outside the Public Works/Animal Control Facility at the outer shed (2) the patio area of Station I (3) the patio area of Station II, and (4) outside the Water Treatment Plant Building where posted and (5) outside City Hall near the picnic table. Employees are not permitted to smoke or use any tobacco products directly outside the door of any building entrance. The designated smoking/vaping area will be located at least 25 feet from any City building entrance (that has a ventilation system or is occupied by City employees) or garage bay door entrance. All material used for smoking or tobacco use, including cigarette butts and matches will be extinguished and disposed of in appropriate containers. If the designated smoking/tobacco use area is not properly maintained (for example, if cigarette butts are found on the ground), smoking/tobacco may be eliminated in that area.

#### Smoking/Tobacco Use Breaks:

In fairness to all employees, individuals who use tobacco products are expected to comply with existing City guidelines regarding break time. Multiple breaks beyond the accepted break time are prohibited.

Smokers who wish to quit are encouraged to contact Human Resources for information on smoking cessation options available to them.

### **LIFE-THREATENING ILLNESSES**

An employee with a life-threatening illness is expected to meet the same performance requirements applicable to other employees. If an employee becomes disabled and requires reasonable accommodation, they should contact their department director or the Human Resources Division for assistance. The employee should request and complete a *Request for Reasonable Accommodation* form, which is available via Human Resources.

### **POSITIVE PERFORMANCE® MANAGEMENT GUIDELINES**

#### Purpose

This guideline sets forth the organization's commitment to enhance employee performance, stimulate individual accountability and foster commitment through a performance management approach that develops individuals to excel, recognizes exceptional performance and addresses performance problems through proactive, non-punitive measures.

#### Accountability

This guideline applies to all regular full- and regular part-time employees of the organization.

#### Overview

A committed workforce is vital to the effective operation of the City. To maintain standards of excellence, supervisors must insure that the organization's expectations of safety, performance and productivity are met. This is done most effectively through strong relationships built on trust, a commitment to developing expertise and a willingness to address deficiencies in a professional manner.

Positive Performance Management is a system that builds individual ownership for results and relationships and acknowledges the supervisor's obligation to actively participate in the development of individuals and teams. Individual and team performance is essential to the accomplishment of organizational goals. Good performers make valuable contributions and should be recognized for their efforts. Unacceptable performance is cause for reminding the

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employee of job expectations, as well as the need to improve. In all cases, employees deserve to know what is expected, receive feedback on their results and have their supervisor work to create opportunities for them to succeed.

This guideline is not intended as a contract, either expressed or implied, guaranteeing employment for any employee. No supervisor has any authority to enter into a contract of employment – expressed or implied – that changes or alters the at-will employment relationship. Only the City Manager has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

Temporary, seasonal and introductory employees in their training period are excluded from the formal corrective action aspects of this guideline. If counseling is not sufficient to notify such an employee of his/her need to meet performance expectations and formal corrective action is warranted, the employee should be discharged according to the guidelines outlined in this policy.

This guideline does not alter the grievance or appeals procedures for eligible employees.

## **The Positive Performance Management System**

### **Coaching**

Coaching is the primary tool for insuring commitment to the team/division/department objectives, communicating expectations, removing barriers to good performance, developing skills to insure excellence, providing effective feedback and encouraging good performance. Supervisors will take an active role in coaching employees. Special attention should be given to encouraging good performance through recognition and positive feedback. Coaching is the day-to-day job of every supervisor and the vehicle for building trust, loyalty and commitment.

Examples of effective coaching behaviors include:

- communicating positive expectations and citizen/customer requirements
- helping individuals, or teams, identify and remove barriers to success
- assisting individuals in setting personal performance or professional goals
- providing ongoing feedback
- recognizing performance that exceeds job standards
- encouraging employees and teams to continue their improvement
- insuring employees have the knowledge and skills necessary to accomplish objectives

An important aspect of encouraging good performance is recognizing performance that exceeds expectations. Supervisors should make a special effort to genuinely acknowledge employees who exemplify:

- dedication to safety
- commitment to the highest ethical standards
- initiative and dependability

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- innovation and sound problem-solving
- effective and appropriate response to an emergency or crisis
- positive team spirit
- technical or professional excellence

Coaching is not an event that must be documented. Rather, it is a process for developing individuals and teams. Supervisors should document activities and discussions that will assist him/her in the development of individuals or teams. This may include meeting minutes; written memos recognizing individual or team performance placed in an employee's personnel file; training records; or notes about professional or performance goals.

**Counseling**

Counseling is one-to-one communication between an employee and supervisor to address emerging or minor performance problems before formal corrective action is required.

The purpose of counseling is to bring performance that does not meet expectations to the employee's attention; achieve agreement about causes and responsibility; build ownership for individual results and relationships; and develop action plans for problem resolution. The supervisor and employee are both active participants in the counseling process since each shares a responsibility to the organization and their coworkers.

Documentation of counseling should be at the supervisor's discretion. However, the supervisor should keep notes about the time, date and subject of counseling sessions if it is an ongoing issue or the problem is serious enough that formal discipline could result unless there is immediate improvement.

**Formal Corrective Action**

Administrative Guidelines

Performance problems requiring formal corrective action or discipline are divided into four general categories:

<b>Category</b>	<b>Definition</b>	<b>Examples</b>
<b>Safety/loss control</b>	Those behaviors that are loss control related or violate standards for safe and efficient operation.	Failure to use safety equipment  Reporting to work under the influence
<b>Conduct</b>	Those behaviors that violate work rules, guidelines or department standards.	Sleeping on the job  Smoking in unauthorized areas  Insubordination or willful failure to follow a direct order  Theft (unauthorized possession)
<b>Job</b>	Those behaviors that influence the quality of	Excessive errors

<b>performance</b>	work, quantity of work, work relationships with team members, team contribution, timely completion of work, etc.	Not meeting deadlines Not following procedures Unacceptable quality of work Insufficient quantity of work
<b>Attendance/punctuality</b>	Those behaviors that result in being at work on time every scheduled day/shift.	Tardiness Leaving early Overstaying lunch periods or breaks Absences without notification

Formal correction action may be taken at three notice levels. (See page 48 for application, approval and documentation details.)

The following guideline should be used:

- No more than three active First Level Notices may be in effect at any time
- No more than two active Second Level Notices may be in effect at any time
- No more than one active Third Level Notice may be in effect at any time.

An employee may have a maximum of three First Level Notices in effect at one time. Each must be in a separate category. Should a performance problem occur which warrants formal discipline in a category where there is already an active First Level Notice, the disciplinary action must escalate to a higher level, usually a Second Level Notice.

An employee may have a maximum of two Second Level Notice in effect at one time. Each must be in a separate category. Should a performance problem occur which warrants formal corrective action in a category where there is already an active Second Level Notice, the disciplinary action must escalate to a higher level, usually a Third Level Notice.

Because the Third Level Notice represents a commitment to maintaining acceptable performance in all areas, there may be only one active Third Level Notice. Should a performance problem occur which warrants formal corrective action while there is an active Third Level Notice, discharge will be recommended.

Leaves of absence sufficient to remove employees from regular work, greater than 2 weeks, will temporarily discontinue the active period for any of the formal corrective action levels. When the employee returns to work, the time for calculating the active period for the formal corrective action level will be extended by the time the employee was off work.

### Repeat Violations

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If an employee commits an offense in the same category as that in which a specific level of formal corrective action is currently active, the second offense would normally escalate to the next level of formal discipline. In such an instance, the first disciplinary action would not deactivate until subsequent disciplinary action(s) deactivate(s).

Seriousness of Performance Problems

Performance problems may be organized into three categories of seriousness to facilitate the administration of formal corrective actions with the Positive Performance system. The categories of seriousness help supervisors select the most appropriate level of corrective action for the offense.

The following is a general guideline:

<b>Seriousness</b>	<b>Definition</b>	<b>Example</b>
<b>Minor Offense</b>	Acts that do not:  Involve issues of honesty  By themselves constitute a threat to the operation of the department or City; and/or  Pose a threat to the safety and well-being of the individual, fellow employees or persons receiving services.	Poor housekeeping  Minor work inefficiency  Overstaying lunch periods or breaks  Missing report deadlines  Infrequent tardiness  Making excessive personal phone calls during duty hours  Smoking in unauthorized area
<b>Serious Offense</b>	Acts that constitute:  A threat to the operation of the department or City; and/or  A threat to the safety and well-being of the individual, fellow employees or persons receiving services and/or  A serious problem through continued minor offense.	Reporting a false reason for absence  Absence without notification  Failure to use safety equipment  Excessive and/or repeated tardiness  Failure to work in harmony with others
<b>Major Offense</b>	Acts that pose a definite, immediate or serious threat to:  The operation of the department or	Deliberate falsification of records  Sleeping on the job  Reporting to work under the influence of alcohol
	City; and/or	or substances

<b>Major Offense Cont.</b>	The safety and well-being of the individual, fellow employees, or persons receiving services.	Striking or fighting with another employee  Insubordination or willful failure to follow a direct order  Arson, unauthorized possession of City property or theft  Unauthorized possession of weapons, firearms, or explosives
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Supervisors use the seriousness of the offense as a guide to select the most appropriate level of corrective action for the infraction committed.

**FIRST LEVEL NOTICE**

Application

The First Level Notice is the least serious level of formal corrective action. It is used when an employee does not correct his/her performance after counseling or when the seriousness of the problem warrants this level of discipline. The First Level Notice is often the initial and only level of formal corrective action required to help an employee take responsibility for his/her performance and move back to accepted levels.

The First Level Notice is the supervisor’s verbal description of employee performance deficiencies. The supervisor explains to the employee job expectations and the good business or operational reasons for their existence. The employee is told that this is the first level of formal corrective action and is asked to take ownership for his/her performance and make a commitment to correct the problem. The supervisor’s role in the First Level Notice is to emphasize the employee’s responsibility for performance and create a partnership for problem solving.

Approvals

The immediate supervisor has the authority to issue a First Level Notice. However, it may be appropriate to consult with their next level supervisor for guidance before taking this action.

Documentation

The First Level Notice is documented by completing the Performance Discussion Guide, providing a copy to the employee, the next level supervisors and forwarding a copy to Human Resources to be included in the employee’s personnel file. The supervisor may wish to retain a copy of the Performance Discussion Guide for his/her reference.

If the employee corrects the problem, the Performance Discussion Guide will be deactivated in the personnel file and the supervisor's working file six months later. In addition, a deactivated copy will be given to the employee with verbal recognition for the improvement. If the employee does not correct the problem, or a similar infraction occurs within six months, the formal level of corrective action should be escalated to the next level unless a higher level of discipline is warranted.

## **SECOND LEVEL NOTICE**

### Application

A Second Level Notice is the next level of seriousness in the formal corrective action system. It is used when an employee does not meet a commitment to improve following a First Level Notice or when a single infraction is serious enough to warrant this level of discipline.

The supervisor (in conjunction with the next level supervisor) describes the performance deficiencies to the employee, explains job expectations and the good business or operational reasons for their existence and the individual outcomes that can be expected if the problem is not corrected. The employee is told that this is the second level of formal discipline and is asked to take ownership for his/her performance and make a commitment to correct the problem. Following the conversation, the supervisor sends a letter to the employee documenting the discussion. The supervisor's role in the Second Level Notice is to emphasize the employee's responsibility for performance and create a partnership for problem solving.

### Approvals

Supervisors shall consult with the next level supervisor before issuing a Second Level Notice.

### Documentation

A Second Level Notice is documented by writing a letter to the employee summarizing the conversation and forwarding a copy to Human Resources to be included in the employee's personnel file. A second copy shall be provided to next level supervisor. The supervisor may wish to retain a copy of the documentation for his/her working reference.

If the employee corrects the problem, the letter will be deactivated in the personnel file and supervisor's file after nine months. In addition, a deactivated copy will be given to the employee with verbal recognition for improving. If the employee does not correct the problem or a similar infraction occurs within nine months, discipline should be escalated to the next level unless a termination is warranted.

## **THIRD LEVEL NOTICE**

### Application

A Third Level Notice is the most serious level of formal corrective action—a one-day paid leave of absence or Decision Making Leave from work. It is used when an employee does not meet a commitment to improve following a Second Level Notice, or when a single infraction is serious enough to warrant this level of discipline.

The department director and/or the designee in conjunction with the supervisor describe the performance deficiencies to the employee, the severity of the problem, and the need for the employee to make a decision concerning continued employment. The employee is told that this is

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the third and final level of discipline then given the following workday off with pay to make a decision regarding his/her desire to continue employment. The employee reports to the department director on the first workday following the paid Decision Making Leave. The employee is asked to communicate his/her decision to make a total commitment to meeting expectations or to resign. If the employee makes a decision to stay, specific notice should be given that any performance problem requiring formal corrective action during the time the Third Level Notice remains active, may result in discharge. If the employee refuses to make a total commitment to meeting expectations, his/her failure to do so, may result in immediate discharge.

### Approvals

The decision to give a Third Level Notice should be approved by the department director. The Human Resource Administrator is available for consultation before meeting with the employee to announce the action.

### Documentation

If the employee decides to continue employment, the Third Level Notice is documented by writing a letter to the employee outlining the employee's decision and his/her commitment to improve. A copy of the Third Level Notice will be forwarded to Human Resources for inclusion in the employee's personnel file. The supervisor may wish to retain a copy of the documentation for his/her working reference.

If the employee corrects the problem, the letter will be deactivated in the employee's personnel file and the supervisor's file twelve months later, and the department director will give a deactivated copy to the employee with written recognition of the improvement.

If the employee chooses to resign, the department director should initiate the necessary steps to process this resignation. The Third Level Notice should be noted on the discharge record.

## **CODE OF CONDUCT**

In order to assure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that protect the interests and safety of all employees. Employees who violate any City rules of conduct will be disciplined in proportion to the seriousness of the circumstances. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of behavior that may result in disciplinary action, up to and including discharge of employment for the first offense:

- Falsification of employment records, employment information, reports or other records, or other forms of dishonesty.
- Removing or borrowing the City's property without prior authorization. Unauthorized use, neglect or misuse of the City's equipment, vehicles, uniforms, time, materials, or facilities.
- Illegal, dishonest or fraudulent conduct, including but not limited to: fraud, forgery, falsification; offering or accepting a bribe, unlawful kickback, unauthorized disclosure of confidential or proprietary information, conviction of any crime or serious traffic infraction that relates to the duties and responsibilities of the employee's position and affects the employee's ability to perform those duties, or otherwise reflects negatively on the City.
- Working with alcohol or illegal substances in your system. Possessing, distributing, selling, transferring, using, or having alcohol or illegal drugs in the workplace.

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- ❑ Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any supervisor or member of management, or refusal to fully disclose information in the course of a City investigation. Willful disregard for or defiance of authority.
- ❑ Failing to personally notify the appropriate supervisor when unable to report to work. Failing to obtain permission from your immediate supervisor to leave work for any reason during normal working hours. Abusing sick leave.
- ❑ The use of abusive, discourteous, offensive, unlawful discrimination or threatening language, conduct or gestures toward the public, any fellow employee or elected official while on duty.
- ❑ Failure to report immediately to the supervisor any job-related accident or injury or unsafe work condition.
- ❑ Failure to report an off-the-job accident or injury which may affect the performance of your job.
- ❑ Violating any safety, health, or security policy, rule, or procedure of the City.

Although employment may be terminated-at-will by either the employee or The City at any time, without following any formal system of corrective action or warning, The City may exercise its discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include First Notice, Second Notice and Third Notice (Decision-making Day).

## **DISCHARGE/TERMINATION**

Discharge is the result of an employee's failure, refusal or inability to meet acceptable standards of performance. It is not a step in the formal disciplinary or corrective action process. Discharge may occur when an employee fails to show the required improvement during the active period of a Third Level Notice, indicates by word or action that he/she will not commit to improvement, or commits an infraction so serious that progression through the formal levels of discipline is not warranted. If the department director believes the discharge is warranted, the department director should include the reasons for dismissal, the effective date of the dismissal and the employee's opportunity to grieve the stated reasons for dismissal to the City Manager pursuant to Handling of Employee Grievances policy. A copy of this notice should immediately be provided to the City Manager and the Human Resources Department.

An employee may be placed on Contingency Leave (see this section of the policy) if, in the opinion of the department director or their designee, the employee represents a danger to self, others or property or department policy warrants it.

### **Contingency Leave**

Contingency Leave is used to remove the employee from the workplace while the organization investigates serious or alleged infractions. These infractions may include, but are not limited to, theft, fighting, fitness-for-duty, certain safety violations, insubordination, alleged harassment, violation of alcohol or substance drug policy and alleged criminal involvement.

Immediate supervisors may place an employee on Contingency Leave; however, this leave should be reserved for very serious situations requiring immediate removal from the workplace.

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The employee may, or may not, be paid while on contingency leave depending on the outcome of the investigation. The employee will be paid his/her regular straight time wage should the investigation determine that discharge is not the appropriate outcome for this performance. The employee will not be paid for time off on Contingency Leave if the investigation reveals that discharge is the appropriate outcome for this behavior. The discharge will be effective the day of the employee's removal from the workplace and placement on Contingency Leave. Contingency Leave is not a level of formal corrective action and is not to be used in lieu of disciplinary actions.

The length of Contingency Leave may be determined by the seriousness of the alleged infraction. The City will make every effort to complete the investigation in a timely manner. Should an investigation take greater than 2 weeks, an employee may be given the opportunity to take accrued time off, such as vacation, floating holiday, etc.

**Active Periods for Formal Discipline Levels**

Formal levels of corrective action remain active for a specified time provided the employee satisfactorily corrects the problem and has no further discipline. Discipline levels remain active as follows:

First Level Notice	6 months
Second Level Notice	9 months
Third Level Notice	12 months

Documentation of disciplinary action is deactivated in the personnel file and the supervisor's working file and will not be used as a basis for further disciplinary action unless there is a pattern of entering and exiting the discipline system. In this case, a more serious notice level of the program may be warranted. Additionally, a deactivated copy is returned to the employee when it is no longer active.

Unacceptable performance, inappropriate personal conduct and/or failure to observe applicable rules may subject an employee to a delay in the processing of annual pay increase. Any employee who receives a 2<sup>nd</sup> level notice within the performance period may have any pay increase delayed for 6 months. An employee who receives a 3<sup>rd</sup> level notice within the performance period may have any pay increase delayed for 12 months.

Supervisors should contact their department directors or Human Resources for assistance in administering this guideline.

**Exceptions**

Exceptions to any section or standard outlined in this policy will require approval of the City Manager.

**HANDLING OF EMPLOYEE GRIEVANCES**

A grievance exists when an employee feels dissatisfied with any action, rule, policy or working condition over which the employee has no control. Supervisors, Department Heads and Management shall ensure that all questions, complaints, and grievances receive prompt, impartial and systematic consideration as warranted by the circumstances surrounding the grievance. An employee shall not suffer any consequence from his/her supervisor, department director, management or any other person that results from exercising the employee's rights within the provisions of the grievance procedure. All parties to a potential grievance are encouraged to use

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reasonable judgment in settling issues before the grievance procedure is involved. Neither this grievance procedure nor any other provision of these Employee Handbook Policies shall be construed as creating a property interest in employment for any employee or altering the employment at will status of any employee. Department Directors and the City Manager shall not be given an opportunity to formally file a grievance.

### Grievance Validity

When a question exists as to whether a particular matter is subject to the grievance procedure, final determination will be made by the City Manager. The determination can be requested or made at any time during the procedures as outlined below. A grievance claim will not be heard or processed if the grievance concerns application of ordinance provisions or policies approved by the City Council; State or Federal statutes; or when the City Manager has good reason to believe that a grievance has been brought in bad faith or for inappropriate reasons.

### Procedure

An employee who feels he/she may have a grievance shall discuss the issue or issues orally with their immediate supervisor within seven (7) standard working days of the incident causing the issue. In order to give the immediate supervisor, the proper understanding of the matter, the employee should specifically state that this discussion concerns an actual grievance.

If the discussion fails to resolve the matter to the employee's satisfaction, the employee may submit a written grievance with supporting documentation and explanation of the immediate supervisor's position to the next level supervisor within three (3) standard working days.

The next level supervisor shall consider the written grievance and provide the employee with a written notice of his/her decision within five (5) working days of receipt of the written grievance.

If the employee is a member of the Public Safety Department:

And the grievance presentation fails to settle the grievance, the employee may within three (3) standard working days, submit a written grievance notice with supporting documentation of the next level supervisor's decision to the appropriate Bureau Commander. The Bureau Commander shall consider the written grievance and provide the employee with a written notice of his/her decision within five (5) standard working days of receipt of the written grievance.

If the grievance presentation fails to settle the grievance, the employee, may within three (3) standard working days, submit a written grievance notice with supporting documentation of the supervisor's and Bureau Commander's decision to the appropriate Department Director.

If the next level or immediate supervisor is the department director, the next level grievance notice and supporting documentation shall be submitted directly to the City Manager.

The Department Director shall discuss the issue or issues orally with the aggrieved employee within ten (10) standard working days and the with the employee's supervisors before rendering a decision. Such decision shall be in writing and shall be delivered to the aggrieved employee within five (5) standard working days of the discussion.

If the decision fails to resolve the grievance, the employee may, within three (3) standard working days of receipt of the decision, submit a written grievance to the City Manager.

On receipt of such written grievance, the City Manager or his/her designated representative shall

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expeditiously as possible review matters pertinent to the grievance. The City Manager may designate the date and time of a grievance discussion. The decision of the City Manager shall be final and no further opportunity of administrative grievance shall be delivered to the employee. The decision of the City Manager shall be delivered to the employee with seven (7) standard working days of the conclusion of the discussion before the City Manager or his/her designated representative. The City Manager shall forward a copy of the decision to the employee concerned, to the Department Director and to Human Resources.

If the employee fails to submit or process his/her grievance within the time frames and manner set forth in this section, the matter is assumed to be resolved. If the supervisor or Department Director fails to respond within the time frame and manner set forth in this section, the employee shall immediately file the written grievance to the next level of leadership - with the Department Director or City Manager as described in this section.

In the event that the employee, appropriate supervisor, or Department Director must be absent from work affecting the time periods listed in this section, the time period may be reasonably extended to allow for adequate response time. This extension must be requested by the absent party and approved by the City Manager. All parties shall be notified if an extension of time is approved by the City Manager.

## **TERMINATION**

### **Voluntary Terminations**

If you decide to leave your employment with City of Gladstone, we ask that you give us at least two weeks written notice. Employees in exempt positions are requested to give thirty (30) days' notice. However, this is not a requirement. This will give us the opportunity to make the necessary adjustments in our operation. All property owned by the City (e.g., vehicles, computers, keys, uniforms, identification badges, credit cards) shall be returned prior to your departure. Failure to return City property may result in the employee's final check being retained or in deductions being made or by litigation for the value of the property.

### **Involuntary Terminations**

While the decision to commence employment is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, the City reserves the right to end the employment relationship at any time, with or without cause or notice. All property owned by the City (e.g., vehicles, computers, keys, uniforms, identification badges, credit cards) shall be returned prior to your departure. Failure to return City property may result in the employee's final check being retained or in deductions being made or by litigation for the value of the property. Failure to return City property may result in the employee's final check being retained or in deductions being made or by litigation for the value of the property.

### **Access to City Facilities Following Involuntary Separation**

Upon involuntary termination, the former employee is prohibited from entering City Hall without prior authorization from the City Manager or their designee. This restriction includes any co-located departments or operations housed within City Hall, including the Communications/Dispatch Center.

Former employees who have been involuntarily terminated may conduct necessary post-employment business, such as benefit-related matters, payroll inquiries, or retrieval of approved personal belongings, only by appointment and with prior authorization from the City Manager, Human Resources Administrator,

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or their designee.

Unauthorized entry into City facilities following involuntary separation may result in removal from the premises and may subject the individual to additional legal action as permitted by law.

### **Reductions in Force**

While the City hopes to continue growing and providing employment opportunities, business conditions, community needs, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future.

In the event that the City determines to lay off any employee or a number of employees, the City retains full discretion to select which employee(s) will be laid off.

The City will attempt to give two weeks (14 calendar days) advance notice, unless circumstances require less time or no notice.

### **Retirement**

All Employees may retire with an age and service allowance after completing:

- At least 5 years of credit service and attaining the minimum service retirement age:
  - All general employees may retire at age sixty (60).
  - Certain Public Safety employees (law enforcement and firefighter/EMS personnel) of all grades may retire at age 55

OR

- Service credit and age requirements totaling 80.

Exceptions: It is the policy of the City to retire from service certain regular full-time Public Safety (law enforcement officers and firefighter/EMS personnel) employees on the first day of the month following their 70<sup>th</sup> birthday. Part-time and temporary full-time employment may continue beyond this time.

The City may initiate procedures to retire any employee who is found to be physically unfit to carry out the duties of her/his position, regardless of age.

The City participates in LAGERS (Local Government Employees Retirement System) for all regular fulltime employees. An employee interested in retirement shall contact the Human Resource division at least ninety days in advance of retirement so that the application may be processed in time for the employee to receive retirement benefits during the first month of his/her retirement. Employees are encouraged to process a LAGERS retirement form approximately 2 calendar months prior to the planned retirement date.

### **EXIT INTERVIEWS**

Before leaving, you may be asked to participate in a voluntary exit interview. This will provide closure to your employment with the City of Gladstone and will allow the City to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of your comments or ideas about improving the City's operations.

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Employees are encouraged to arrange an exit interview with the Human Resources Division.

## **REFERENCES**

All reference requests and employment verifications should be directed to Human Resources Division. No other supervisor or employee is authorized to release references or employment verifications for a current or former Employee. Human Resources will provide the following minimal information to verbal reference and verification requests: employment date, termination date, positions held, and salary. Should an employee or past employee desire to release additional information a written liability release will be required.

## **EMPLOYMENT STATUS**

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hours laws. NONEXEMPT employees are entitled to overtime pay and/or compensatory time under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hours laws. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the City Manager.

In addition to the above categories, each employee will belong to one of the following employment categories:

### **Introductory**

An employee on introductory status is one whose performance is being evaluated following the initial hire, transfer or promotion to determine whether further employment in a specific position or with the City is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

### **Regular Full-Time**

Regular Full-time Employees are those who are not in a seasonal or an introductory status and who are regularly scheduled to work the appropriate full-time schedule for their position. Generally, they are eligible for the City of Gladstone's benefit package, subject to the terms, conditions and limitations of each benefit program

### **Regular Part-Time**

Regular Part-time Employees are those who are not assigned to a seasonal or introductory status and who are regularly scheduled to work less than 30 hours per week, but at least 25 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for City of Gladstone's benefit package except for a modified vacation and sick leave benefit.

### **Part-Time**

Part-time Employees are those who are not assigned to a seasonal or introductory status and who are regularly scheduled to work less than 25 hours per week. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security), they are ineligible for all of the City's other benefit programs.

### **Seasonal (Part-Time or Full-Time)**

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Seasonal Employees are those who are hired to assist in the completion of a specific project, as interim replacements or to temporarily supplement the work force of a seasonal service or program. Employment assignment in this category is of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While seasonal employees receive all legally mandated benefits (such as workers' compensation and Social Security), they are ineligible for all of the City's other benefit programs.

It is the intent of the City of Gladstone to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Although these definitions and classifications are included for clarification purposes, they are not to be construed as any guarantee of employment for any period of time. All employees, regardless of definition or classifications, are considered employees-at-will.

## **INTRODUCTORY PERIOD**

The first six months (or up to 18 months for Public Safety employees) of continuous employment at the City will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your supervisor(s) and fellow employees, and familiarize yourself with the City in general. We refer to this as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

The introductory or training period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City of Gladstone uses this period to evaluate the employee's capabilities, work habits, and overall performance. Either the employee or the City of Gladstone may end the employment relationship at-will at any time during or after the introductory period, with or without cause or advance notice.

Employees who are promoted or transferred within the City of Gladstone must complete a secondary introductory period with each reassignment to a new position. Requests to reduce or waive an introductory period may be submitted to the Human Resources Division by the Department Director.

Subject to review by the Human Resources Division, any significant absence will automatically extend an introductory period by the length of the absence. If the City of Gladstone determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter either the regular full-time, regular part-time, or part-time category as outlined previously in the Employment Status Section.

See table below for duration of introductory periods in various positions:

<b>Position/Department</b>	<b>Introductory Period</b>	<b>Description</b>
Office & Field Staff	6 months	

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Public Safety Training Level II	18 months	Period includes 960-hour Police Academy Completion OR Firefighter I & II Completion AND 12-month Field Training Program
Public Safety Training Level I	12 months	Period includes 12-month Field Training Program

During the initial introductory period, new employees are eligible for benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other group benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

## **PUNCTUALITY & ATTENDANCE**

The City expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and the City. If you cannot avoid being late to work or are unable to work as scheduled, you must call your supervisor as soon as possible.

Every time you are absent, late, or leave early, you must provide your supervisor with an honest reason or explanation. You must also inform your supervisor of the expected duration of any absence. The City will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable the City to make a determination.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Continuing patterns of absences, early departures, or tardiness--regardless of the exact number of days--may also warrant disciplinary action.

If you fail to report for work without any notification to your supervisor, you may be considered to have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies, if undue hardship does not result to the City's operations. However, regular attendance and promptness are considered part of each employee's essential job function.

## **WORKING HOURS & SCHEDULE**

The City's standard office hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday for general employees, other than those in the Police, Fire, and Public Works Departments. Assigned hours of work vary by department and position to meet department goals and schedules. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. Full time regular employees must ensure their time cards come to at least 80 hours per pay period, whether that is through time worked, PTO, or both. In order to accommodate the needs of our organization, it may be necessary to change individual work schedules on either a short-term or long-term basis with the approval of the Department Director or the City Manager.

## **LACTATION/BREASTFEEDING POLICY**

As part of our family-friendly policies and benefits, the City of Gladstone supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. It the intent of the provisions within this policy to meet the requirements of Fair Labor Standards Act as it relates to breaks for nursing mothers.

For up to one year after the child's birth, any employee who is breastfeeding her child will be

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provided reasonable break times to express breast milk for her newborn. It is the responsibility of the employee to communicate their lactating needs to their supervisor to satisfy the needs of both the employee and the City of Gladstone. A schedule will be coordinated with the employee to breast feed and pump during their working hours. There will be at least one designated location available within City Hall where breastfeeding and/or pumping can be accomplished in an environment shielded from view and free from intrusion from coworkers and the public. Employees who work off-site or in other locations will be accommodated with a private area as necessary. It is expected that all employees will assist in providing a positive atmosphere of support for breastfeeding employees.

Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any non-conforming products stored in the refrigerator may be disposed. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record. Employees may contact Human Resources to obtain breastfeeding educational materials.

## **TIMEKEEPING PROCEDURES**

Non-exempt employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must also record any departure from work for any non-work-related reason. Falsifying, and tampering with time records, or inappropriately recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment. Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, vacation, or personal business.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your timesheet should be reported immediately to your supervisor, who will attempt to correct legitimate errors. Full time regular employees must ensure their time cards come to at least 80 hours per pay period, whether that is through time worked, PTO, or both.

## **OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized or approved in advance by your department director or supervisor. Working overtime without prior authorization may result in disciplinary action. An employee's department director or authorized supervisor may require an employee to work hours in excess of the standard work week, and disciplinary action may be taken should an employee who, without sufficient reason:

- Refuses to work; or
- Fails to appear when scheduled to work; or
- Indicated he/she would work then fails to appear.

Most nonexempt employees will be paid time and one-half compensation for all hours worked in excess of 40 in a fixed seven-day work week and as otherwise required by state and federal law. For eligible law enforcement personnel, overtime or compensatory time shall be paid for all hours worked in excess of 80 in a fixed 14-day work period. For all eligible Fire/EMS personnel,

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overtime or compensatory time shall be paid for all hours worked in excess of 212 in a fixed 28-day work period. See Section 207(k) of the Fair Labor Standard Act.

The City reserves the right to grant compensatory time in lieu of overtime at the discretion of the City Manager or Department Director. Sick leave, bereavement, jury duty absence, vacation, comp time taken and holiday leave taken is not considered "hours worked" for the purposes of computing overtime. For the purposes of calculating overtime for general nonexempt employees, the workweek begins at 12:01 a.m. Wednesday and ends at 12:00 midnight Tuesday.

Compensatory time off in lieu of immediate overtime pay may be given as an alternative to allow for both operating and budget flexibility. Compensatory time off, at a rate of one and one-half hours for each hour of overtime worked, may be granted at the discretion of the Department Director when work schedules are deemed to allow for such time off.

Generally, compensatory time shall not be allowed to accumulate in excess of 40 hours for all nonexempt employees except those who work 24-hour shifts in the Fire/EMS division. Generally, nonexempt employees of the Fire/EMS division shall not be allowed to accumulate compensatory time in excess of 48 hours.

Any overtime work which will result in accumulation of compensatory time in excess of the limits set above, shall be compensated at the rate of one and one-half times their regular hourly rate. However, maximum compensatory time limits may be reduced within a department at the Director's discretion and based on operational need.

To reduce the accumulation of compensatory time a department director may require an employee to take alternative time off during the work week or work period. In the event alternative time off is taken during the workweek or period, the time off will be at one hour for each one hour worked.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime, compensatory time or additional compensation is provided to exempt employees.

## **PAYMENT OF WAGES**

Regular paydays are every other Wednesday, or the last workday before those dates, for the preceding time periods. If a regular payday falls on a holiday, employees will be paid on the preceding workday.

Paychecks are normally available by 8:00 a.m. on a payday. If there is an error in your check, please report it immediately to your supervisor.

## **DIRECT PAYROLL DEPOSIT**

The Direct Payroll Deposit Program enables the deposit of an employee's net pay to be made in almost any financial institution (banks, savings & loans, credit unions, etc.) in the United States. The program allows the employee to split the amount of his/her direct deposit into a maximum of three accounts. The deposit is accomplished through an electronic funds transfer to be available in the employee's designated accounts on the normal payday.

## **SALARY PAY POLICY**

It is the City's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws, including the Fair Labor Standards Act

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(FLSA). Although exempt employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced, i.e. penalties imposed in good faith for infractions of safety rules of major significance or for weeks in when an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial-day or full-day deduction may be made. As a public sector employer, the City operates under the principles of public accountability, which permits deductions from the pay of an exempt employee for partial day or full-day absences due to illness, injury or personal reasons when accrued paid leave is not used by an employee because accrued leave has been exhausted, permission for leave has been sought or has been sought and denied or the employee chooses to use leave without pay, if such leave is available. Salary may also be reduced for certain types of deductions, such as: your portion of healthcare insurance premiums, taxes, social security, contributions to a pension plan, etc.

The City complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor or to the Human Resources division. These reports will be promptly investigated. If it is determined that an improper deduction or mistake has occurred, you will be promptly reimbursed. Please contact your department director or Human Resources for more information.

## **WAGE GARNISHMENTS**

The City of Gladstone would like to avoid incurring the administrative costs of garnishments and wage assignments for employees. Accordingly, the City encourages all employees to meet their financial obligations without involving the City. Nonetheless, the City of Gladstone will adhere to legally imposed wage assignments and garnishments, and will not modify the terms of those legal arrangements unless ordered to by a court. The City may deduct the administrative costs of complying with wage assignment and garnishment orders, to the amount allowed by statute.

## **ON CALL OR CALL OUT PAY**

A non-exempt employee may be requested to be "on call," ("standby") and/or carry a pager during a weekend, evening or holiday. Standby or on call duty does not require the employee to remain on the City's premises. The employee is free to engage in his/her own pursuits, subject only to wearing a pager provided by the City or by leaving word at his/her home or with the supervisor where he/she may be reached. Employees on standby or on-call are subject to the City's Substance Abuse policy.

Whenever a non-exempt employee is called back on an emergency to work after his/her regular working hours and after he/she has already left the work site, the minimum overtime payment or the minimum compensatory time credit shall be for two hours of work at the rate of time and one-half time the normal hourly rate. The two-hour minimum shall apply and overtime compensation shall end if the employee's regular shift begins during the emergency call back.

This section shall not apply where there is a holdover at the end of a regular shift for non-emergencies; nor shall it apply on a call-in prior to the start of a regular shift for non-emergencies. If an employee has advance knowledge that he/she is expected to return to the worksite to work, the time worked is not considered call back time and there is no two-hour minimum.

## HOLIDAYS

The City of Gladstone observes the following paid holidays:

<input type="checkbox"/> New Year's Day	January 1
<input type="checkbox"/> Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
<input type="checkbox"/> President's Day	3 <sup>rd</sup> Monday in February
<input type="checkbox"/> Memorial Day	Last Monday in May
<input type="checkbox"/> Juneteenth Day	June 19
<input type="checkbox"/> Independence Day	July 4
<input type="checkbox"/> Labor Day	1 <sup>st</sup> Monday in September
<input type="checkbox"/> Thanksgiving Day	4 <sup>th</sup> Thursday in November
<input type="checkbox"/> Day after Thanksgiving Day	Friday following the 4 <sup>th</sup> Thursday in November
<input type="checkbox"/> Christmas Day	December 25

All Regular Full-time employees except for nonexempt law enforcement, Fire/EMS and water treatment personnel, are granted eight (8) hours pay for the above holidays. Nonexempt law enforcement, Fire/EMS and water treatment personnel shall accrue eighty (80) hours of holiday annually. Accrual will take place in the month the holiday falls. Generally, regular full-time employees hired after June 30, 2020 may accrue holiday hours up to a maximum of 192 hours. Any new holiday accruals above the 192 hours will be paid out to the employee (at their regular base rate). Holiday leave will begin to accrue again with the banked hours fall below the maximum.

The scheduling and the use of the accrued holiday hours shall be approved by the Department Director and be in accordance with the department's policy pertaining to scheduling of holiday leave. If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance. When a holiday occurs during an employee's vacation period, that day will not be charged as a vacation day. When a holiday occurs during an authorized sick leave, that day is not charged as a sick leave day. When the actual holiday and the City-observed holiday are on a regular full-time employee's regularly scheduled day off, the employee will be granted eight hours of regular pay.

An observed holiday will not be considered "hours worked" for the purpose of calculating weekly overtime. Non-exempt employees responding to call-out on a holiday are subject to overtime provisions and/or compensatory time.

### Regular Part-Time

Regular Part-time employees normally scheduled to work the day of the holiday shall receive holiday pay for their standard workday. Holiday pay will be calculated on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day, not to exceed eight (8) hours of pay.

### Floating Holidays:

Some employees may wish to observe, as periods of worship or commemoration, certain days that are not included in the above City holiday schedule. Accordingly, all regular full-time employees will be granted 16 hours annually to be known as "floating holidays". Hours will be credited on January 1<sup>st</sup> each year and may be carried over to the next calendar year if the need arises.

All regular part-time employees will be granted two corresponding (2) "floating holidays" annually. The corresponding hours will be equivalent to the average number of hours worked per day multiplied by two. Hours will be credited on January 1<sup>st</sup> each year and may be carried over to the next calendar year.

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Payment at Termination

Any employee leaving the City’s service will be compensated for all holiday leave that has accrued but not been used as of the date of their separation, provided that he/she has successfully completed their introductory period. Floating holiday hours cannot be taken once employment separation is announced without City Manager approval.

**SICK LEAVE POLICY**

The City of Gladstone provides paid accrued sick leave to all eligible employees for periods of temporary absence due to illness or injury including doctor/healthcare and dental appointments. Sick leave may be taken only for an employee's own illness or injury, or that of the employee's immediate family. For the purposes of this policy, immediate family includes, but is not limited to, spouse, parents, brothers, sisters, sons and daughters, grandparents and grandchildren – including in-laws and step relations in each case. Sick leave is not for "personal" absences.

Regular full-time employees (including those employees within introductory status) except Fire/EMS personnel assigned to a 24/7 schedule shall accrue sick leave without limit at a rate of 8 hours per active month or 96 hours per year (credited at approximately 3.7 hours per pay period). Employees hired on July 1, 2020 and after, who have reached the sick leave cap of 960 hours will cease to accrue additional sick leave. Sick leave will begin to accrue when the leave balance falls below the cap.

Regular full-time Fire/EMS employees (including those employees within introductory status) assigned to a 24/7 schedule shall accrue sick leave without limit at a rate of 12 hours per active month or 144 hours per year (credited at approximately 5.5 hours per pay period). Employees hired on July 1, 2020 and after, who have reached the sick leave cap of 1280 hours will cease to accrue additional sick leave. Sick leave will begin to accrue when the leave balance falls below the cap.

Regular part-time employees accrue sick leave at a rate of 30 hours per year (credited at approximately 1.15 hours per pay period). Regular part-time employees may accrue sick leave to a maximum of 30 hours. Any accrued sick leave that is greater than 30 hours, which is earned but not taken, will be forfeited. Regular part-time employees will not be paid for unused sick leave at separation from the City.

In the event an employee’s work schedule is modified the sick leave accrued pursuant to this policy will be subject to the following conversion factors:

Sick Leave Accrued within 40-hr work week or 80-hr work period	Sick Leave Accrued on 24/48 Schedule	Conversion Ratio 40-hr week to 24-hr shift	Conversion Ration 24-hr shift to 40-hr week
96	144	1.5	.6666

Sick leave may not be advanced except by special action of the City Manager.

Notification

The employee’s department director shall determine the form and time of notice of absence due to sickness. Employees who are unable to report to work due to illness or injury should notify their direct supervisor prior to the scheduled start of their workday. Department policy and  
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operation may require a greater notice form or time period. The direct supervisor must also be contacted on each additional day of absence.

Certification by your health care provider - at the employee's expense, may be required for absences of two or more consecutive workdays or for intermittent absences due to the same reason. A health care provider's certification may also be required prior to reinstatement after unpaid or medical leave of absences. It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, workers' compensation insurance, and/or any long-term disability insurance benefits for which you qualify.

Sick leave shall not be granted to employees who become ill or injured while absent from work during normal days off, holidays or while taking off for holiday. Employees will not accrue sick leave during unpaid leave of absence, except during the first 6 months.

In the event an employee has used all his/her accrued sick leave and still requires time off due to the illness or injury, he/she may elect to use any or all of his/her accrued vacation leave, floating holiday or compensatory time. Sick leave is paid at the employee's base rate at the time of leave.

#### Sick Leave for Bonding with New Child

Employees who are on an approved Family & Medical Leave of absence to care for their child after birth or placement for adoption or foster care may take two weeks of accumulated sick leave to bond with their new child, if taken within the first four weeks of the child's birth or placement for adoption or foster care. The leave may be taken over two continuous weeks or intermittently during the first four weeks. If taken intermittently, the employee's department director must pre-approve the schedule for coverage purposes. If a longer leave of absence is requested, the employee must use other accumulated leave and if none is available, the employee will be on unpaid leave. If the employee is eligible to use paid sick leave during that same period for their own health condition, the use of paid sick leave will be considered to be for both bonding with the child and due to the employee's own health condition.

#### Abuse of Sick Leave

If sick leave is misused, sick pay will not be awarded and you may be disciplined and even terminated. Supervisors, in their discretion may request a health care provider's certification certifying the reason for absence(s) by notifying the employee in writing that future absences will require a medical certificate to verify illness of the employee or family member. Failure to produce such evidence shall be grounds for disciplinary action.

#### Sick Leave Donation

In the event that an ill or injured regular full-time or regular part-time City employee has exhausted all sick leave, accrued vacation, accrued holiday and any accumulated compensatory time and is anticipating being off work for at least one full work week, he/she may be eligible for a donation from any full-time employee of any department. Regular full-time or regular part-time employees who have exhausted their accrual banks to care for an injured or ill immediate family member may also be eligible for sick leave donation. The following guidelines apply:

- Both the eligible employee and the donating employee must have at least one year of service with the City.
- Any donated sick leave hours must have been accrued in prior calendar years.
- The donating employee must maintain a 96-hour sick leave accrual balance in the prior years accrued.

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- The eligible employee may receive sick leave donations until he reaches his/her 91<sup>st</sup> consecutive calendar days of leave or until disability insurance benefits are received.
- The employee receiving the donation will be credited with one hour's compensation at the employer's normal hourly rate for that employee. Any hour donated will be deducted from the sick leave time available by the donating employee.
- An employee may donate floating holiday time.
- An employee may not donate sick leave to an eligible employee who is actively working.
- Donated time must be in increment of four (4) hours. Names of individuals donating sick leave or floating holiday will remain anonymous.
- Donated sick leave and floating holiday(s) will be distributed as received and shall not exceed the expected absence duration. Once sick leave and floating holiday hours have been donated, the hours will be given to the eligible employee and not returned to the donating employee.

Compensation for Unused Sick Leave

A regular full-time employee may be compensated for unused sick leave in the following manner, provided that he/she has been with the City for at least six (6) full months:

- At termination or retirement:
  - Most regular full-time employees with five (5) up to ten (10) years of service may receive one hour of regular earnings, at the employee's current base rate, for each five (5) hours of total accumulated unused sick leave. Regular full-time Fire/EMS employees assigned to 24/7 schedule, with five (5) up to ten (10) years of service, will receive one hour of regular earnings, at the employee's current base rate, for each seven and one-half (7.5) hours of total accumulated unused sick leave.
  - Most regular full-time employees with ten (10) up to twenty (20) years of service, may receive one hour of regular earnings, at the employee's current base rate, for each three (3) hours of total accumulated unused sick leave. Regular full-time Fire/EMS employees assigned to 24/7 schedule, with ten (10) up to twenty (20) years of service, will receive one hour of regular earnings, at the employee's current base rate, for each four and one-half (4.5) hours of total accumulated unused sick.
  - Most regular full-time employees with twenty (20) or more years of service, qualify for a Retirement Health Savings Account (RHS) employer contribution, using a formula of one hour of regular earnings, at the employee's current base rate, for each two (2) hours of total accumulated unused and forfeited sick leave. The RHS employer contribution formula for Regular Full-time Fire/EMS employees assigned to 24/7 schedule, with twenty (20) or more years of service, will be formulated on receiving one hour of regular earnings, at the employee's current base rate, for each three (3.0) hours of total accumulated unused and forfeited sick leave.
  - Most retiring employees with 500 or greater hours of accrued sick will qualify for a RHS employer contribution based on the forfeited sick leave and their years of service.
  - Regular full-time employees hired June 30, 2020 and later with five (5) up to twenty (20) years of service will receive a payout up to a maximum of 480 hours. Regular full-time Fire/EMS employees assigned to 24/7 schedule, hired after June 30, 2020 with five (5) up to twenty (20) years of services will receive a payout up to a maximum of 640 hours.

**VACATIONS**

Regular full-time employees accrue paid vacations in accordance with the schedule below. Part-time and temporary/seasonal employees do not accrue paid vacation time.

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**Regular Full-time Employees except Fire/EMS personnel assigned to a 24-hour shift:**

Years of Service	Hours Accrue Each Pay Period	Hours Accrue Annually	Maximum Accrual
Less than 5 years	3.08	80 hours	160 hours
5 years to less than 7 years	4.62	120 hours	240 hours
7 years to less than 9 years	4.93	128 hours	256 hours
9 years to less than 11 years	5.24	136 hours	272 hours
11 years to less than 13 years	5.54	144 hours	288 hours
13 years to less than 15 years	5.85	152 hours	304 hours
15 years or more	6.16	160 hours	320 hours
20 to less than 25 years	7.08	184 hours	368 hours
25 years or more	7.70	200 hours	400 hours

Fire/EMS/EMS personnel, with the exception of those on regular eight-hour shifts, shall accrue vacation leave as noted below:

**Regular Full-time Employees Assigned to a 24-hour Shift:**

Years of Service	Accrue Each Pay Period	Accrue Annually	Maximum Accrual
Less than 5 years	3.70	96 hours	192 hours
5 years to less than 7 years	5.56	144 hours	288 hours
7 years to less than 9 years	6.47	168 hours	336 hours
9 years to less than 11 years	6.93	180 hours	360 hours
11 years to less than 13 years	7.39	192 hours	384 hours
13 years to less than 15 years	7.85	204 hours	408 hours
15 years or more	8.31	216 hours	432 hours
20 years to less than 25 years	9.27	241 hours	482 hours

25 or more years	9.93	258 hours	516 hours
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Regular full-time employees will earn and accrue vacation leave from their initial employment date, but are not authorized to use the accumulated vacation leave until they have completed six months of service.

Regular Part-time Employees

Regular Part-time Employees will be granted paid vacation leave each year in accordance with the schedule below:

**Regular Part-time Employees** except Fire/EMS/EMS personnel:

Years of Service	Hours Accrue Each Pay Period	Hours Accrue Annually	Maximum Accrual
Less than 5 years	1.16	30 hours	60 hours
5 years or more	2.31	60 hours	120 hours

**The vacation period of a former part-time employee who becomes a full-time employee is determined by the date of the regular full-time employment transfer.**

Vacation Scheduling

Employees are encouraged to take their accrued vacation each year. You must request vacation as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of job and staff requirements. The Department Director will make the final determination in this regard. Vacation may not be taken in periods exceeding more than ten (10) continuous days of leave, without first obtaining special permission from his/her department director who must consider the requirements of the entire department.

When an employee overstays his/her vacation without getting an extension, or for causes determined by the Department Director to be unsatisfactory, the City assumes that the employee is absent without leave.

Employees must use vacation for otherwise unexcused time away from work during their regularly scheduled hours. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service, except during the first 6 months.

Vacation Accumulation

Vacation leave for regular full time employees will be accruable to a maximum of two (2) times the amount earned in a year of employment. Any vacation earned over this accrual limit will be lost. Exceptions to this rule may be when the employee's scheduled vacation becomes non-compatible with the needs of the City. Once an exceptional situation has been granted through his/her chain of command and the Human Resources Division an extended ninety (90) calendar days will be given to the employee to take vacation prior to losing the amount earned over his/her

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accrual limit. It is the employee's responsibility to monitor their vacation bank and the corresponding accrual limit. Any accrued vacation leave that is greater than the maximum limit, which is earned but not taken, will be forfeited.

Should an employee be on approved absence from work when his/her vacation is scheduled to begin, he/she will be permitted to change his/her vacation to a subsequent period, which is not to be in conflict with another employee's vacation. Any employee who shall become ill during his/her vacation may cancel the remaining period of such vacation and reschedule it for a period not to be in conflict with another employee's vacation, provided the employee notifies his/her respective department director at the onset of the illness and present appropriate written evidence of such illness upon return to work. An employee may substitute accumulated sick leave for vacation pay.

#### Holiday During Vacation

Any official City observed holiday which occurs during an employee's scheduled vacation period will not count as vacation hours taken and the employee's accrual accounts will not be charged for those hours.

#### Waiving Vacation Prohibited

Employees will not be permitted to waive vacation for the purposes of receiving pay. However, with the approval of the City Manager, if an employee is unable to take their vacation due to unique organizational situations, operational need or financial hardship circumstances, vacation accruals may be paid out to the applicable employee.

#### Payment at Termination

Any employee leaving the City's service will be compensated for all vacation leave that has accrued but not been used as of the date of his/her separation, provided that he/she has been with the City for at least six (6) full months. If a person is reemployed, his/her new employment date will be the basis for computing vacation leave.

### **FUNERAL OR BEREAVEMENT TIME OFF**

Any regular full-time employee may take up to twenty-four (24) hours (twelve (12) hours for regular part-time employees) of time off with pay per occurrence following the death of the employee's current spouse, parent, child, sister, or brother – including step relations and in-laws in each case - grandparents and grandchildren.

Bereavement pay is calculated based on the base pay rate at the time of the absence and will not include any special forms of compensation. Bereavement pay is not counted as hours worked for the purpose of calculating an employee's overtime.

### **VOTING TIME OFF**

If you cannot vote in a public state or any primary election before or after working hours due to your standard work schedule, then you will be allowed sufficient time off to go to the polls. The City will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in any public or primary election. Any additional time off will be without pay. You must give reasonable notice (at least 3 days but no less than 1 day) in advance to your department director or supervisor of the need to have time off to vote. Employees may be required to show current eligible voter registration cards to their department director or supervisor

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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.

This policy does not apply to employees who on the day of the election have three consecutive hours while the polls are open in which he/she is not on duty.

## **JURY DUTY**

The City of Gladstone encourages employees to fulfill their civic responsibilities by serving jury duty when required. You must notify your department director of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received.

Regular full-time and regular part-time employees shall be granted leave with pay when required to be absent from work for jury duty. You may also keep any jury pay provided. Employees must show the jury duty summons to their supervisor as soon as possible to accommodate your absence. Verification from the court clerk of having served may be required, and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

Either the City of Gladstone or the employee may request an excuse from jury duty if in the City's judgment, the employee's absence would create serious operational difficulties.

Part-time employees may request unpaid jury duty leave for the length of absence required.

## **LEAVES OF ABSENCE**

### **FAMILY AND MEDICAL LEAVE**

The City will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted.

Please contact your supervisor or department director as soon as you become aware of the need for a family and medical leave. The following is a summary of the relevant provisions.

#### Employee Eligibility

To be eligible for family and medical leave benefits, you must: (1) have worked for the City for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous 12 months.

#### Leave Available

Eligible employees may receive up to a total of 480 hours or 12 workweeks of unpaid leave during a 12-month period. The 12-month period is measured forward from the date an employee's first Family and Medical leave begins.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition.

Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. Certain restrictions on these benefits may apply.

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### Notice & Certification

If you need family and medical leave, you may be required to provide:

- 30-day advance notice when the need for the leave is foreseeable;
- Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
- Periodic re-certification; and
- Periodic reports during the leave.

When leave is needed to care for an immediate family member or your own serious health condition, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the City's operation.

### Compensation During Leave

Family and medical leave is unpaid. The City requires you to use accrued paid leave (such as paid sick leave, vacation leave, etc.) or utilize disability benefits to cover some or all of the family and medical leave. The use of paid time off will not extend the length of a family and medical leave.

### Benefits During Leave

The City will maintain, for up to a maximum of 480 hours or 12 work-weeks of family and medical leave, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, the City may recover premiums it paid to maintain health coverage if you do not return to work following family or medical leave.

Please contact the Human Resources Division for further information.

### Job Reinstatement

Under most circumstances, upon return from family and medical leave, you will be reinstated to your previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family and medical leave, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been terminated had you not gone on family and medical leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

If you are returning from family and medical leave taken for your own serious health condition, but you are unable to perform the essential functions of your job because of a physical or mental disability, the City will attempt to accommodate you so that the essential function may be performed. Your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave. If you are on introductory status as a Public Safety employee, after completing 12 months of service, your introductory period may be extended.

### Unlawful Acts

It is unlawful for the City to interfere with, restrain, or deny the exercise of any right provided by state or federal family and medical leave law. It is also unlawful for the City to refuse to hire or to terminate or discriminate against any individual for being involved in any proceedings related to family and medical leave.

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SEE CITY MANAGER'S ADDENDUM

## **TEMPORARY DISABILITY LEAVE**

### Employee Eligibility

Temporary disability leave is available to regular full-time employees who are not eligible for leave under the federal or state family and medical leave laws, who exhaust their Family and Medical Leave or who are temporarily disabled due to the off-the-job illness or injury.

### Leave Available

After one year of regular full-time employment, temporary disability leave without pay for a maximum of six (6) months (inclusive of FMLA leave) may be granted if you are unable to perform the duties of your position as a result of a disability not related to your employment.

### Notice & Certification

Requests for leave should be made in writing as far in advance as possible. All requests must be accompanied by a health care provider's statement indicating the nature of the disability, the last day you can work, and the expected duration of your leave. A written health care provider's release is required before you can return to work. The City reserves the right to have you examined by a health care provider of its choice prior to your return to work.

### Compensation During Leave

Temporary disability leave is unpaid. If you are granted a temporary disability leave, the City will pay you sick pay for the period of time equivalent to your accrued sick pay. Once you have exhausted your paid sick leave, you will be charged with any paid time off or paid vacation time previously accrued. All of those payments, however, will be coordinated with any state disability or other applicable wage reimbursement benefits.

### Benefits During Leave

In some instances, the City may recover premiums it paid to maintain health coverage if you do not return to work following temporary disability leave.

### Reinstatement

Employees returning from a temporary disability leave may be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If any employee returning from temporary disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the City will attempt to accommodate the employee so that the essential function may be performed.

## **VICTIMS OF DOMESTIC AND SEXUAL VIOLENCE LEAVE**

The City of Gladstone provides leave and accommodations for Victims of Domestic and Sexual Violence according to the provisions outlined in the Missouri's Victims Economic Safety and Security Act (VESSA). Eligible employees will be granted up to two (2) weeks of unpaid leave per year, though the employee may choose to substitute paid leave from their accrued leave banks. Domestic and Sexual Violence leave (DSVL), however, is not available where such leave would result in an employee taking more leave than the amount of leave allowed under the Family and Medical Leave Act (FMLA). Much like FMLA leave, DSVL leave can be taken intermittently or on a reduced work schedule.

### Qualifying Reasons for Leave

DSVL Leave is available for any of the following reasons:

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- Seeking medical attention for or recovering from, physical or psychological injuries caused by domestic or sexual violence against the employee or the employee’s family or household member;
- Obtaining victim service for the employee or the employee’s family or household member;
- Obtaining psychological or other counseling for the employee or the employee’s family or household member;
- Participating in safety planning, including temporary or permanent relocation or other actions to increase the employee or the employee’s family or household member’s safety from future domestic or sexual violence; and
- Seeking legal assistance to ensure the health and safety of the employee or the employee’s family or household member, including participating in court proceedings related to the violence.

Employee Eligibility

Employees working the City are eligible to DSVL leave if:

1. They are victims of domestic or sexual violence, **or**
2. They have a family or household member who is a victim of domestic or sexual violence.

DSVL defines the term “family or household member” to include spouses, parents, children and “other blood relatives and relatives through a present or prior marriage.”

Notice of Leave and Documentation Requirements

Employees who wish to take DSVL leave must provide:

1. At least forty-eight (48) hours’ advance notice of the need for leave unless such notice is impractical, in which case the notice must be given as soon as possible; **and**
2. A sworn statement of the employee and documentation showing that the employee is eligible for the leave, such as a police report or document from a victim services organization, or medical professional corroborating eligibility.

**Safety Accommodations**

Upon request, the City will attempt to make reasonable accommodations unless such accommodations would result in undue hardship for the City. Such an accommodation shall be made timely to the known limitations resulting from the domestic or sexual violence experiences of an employee or an employee’s family or household member.

Reasonable safety accommodations may encompass the following action by the City:

- Adjustment to a job structure, workplace facility or work requirement;
- A transfer or reassignment;
- A modified schedule;
- Leave from work;
- A changed telephone number or seating assignment;
- Installation of a lock or 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.

An employee requesting such accommodation is required to provide a written statement signed by the employee or someone acting on the employee’s behalf certifying the requested accommodation is for purposes authorized under VESSA.

This shall be accomplished through the completion of the DSVL Accommodation Request Form, available from the Human Resource Office. The completed DSVL Accommodation Request

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Form shall be submitted to the Human Resources Office. All documentation collected in connection with DSVL leave will be maintained separate from the employee personnel files and with the strictest of confidence.

The City will maintain health coverage for an employee on DSVL Leave similar to the process under FMLA. This provision does not apply if the employee fails to return to work or because of the continuation, reoccurrence, or onset of domestic violence, sexual violence assault or human trafficking or other circumstances beyond the control of the employee.

#### Retaliation Prohibited

Retaliation against employees for exercising their rights under VESSA is prohibited. Likewise, employees who take DSVL leave shall be restored to their job or an equivalent employment position upon returning from leave.

## **PREGNANCY DISABILITY LEAVE**

Pregnancy Disability shall be treated as any other non-duty, temporary disability. If you are not eligible for family and medical leave, you will receive continued paid coverage on the same basis as employees taking other leaves. See Family and Medical Leave provisions for more information.

## **WORKERS' COMPENSATION DISABILITY LEAVE**

#### Employee Eligibility

The City will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, the City may offer you modified work or light duty.

#### Light Duty

It is the goal of the City with cooperation of all departments, to locate and assign modified duty, when feasible, to employees who are temporarily disabled from their regular job as a result of an on-the-job injury. All such modified duty work assignments are to be within the limitations as described by a City approved physician.

If the employees' department has no suitable temporary assignment available, the Department Director shall contact the Human Resources Division to consider alternatives. The Human Resources Division will attempt, when feasible, to coordinate and effect a temporary re-assignment of the employee on an inter-department basis.

When an employee has been in a light duty status for eight (8) weeks, a review will be conducted to determine the appropriateness of continuing the employee in his/her light duty assignment.

Light duty or modified duty assignments are temporary and will be discontinued if any of the following occur:

- The treating physician returns the employee to full duty with no restrictions.
- The treating physician temporarily prohibits the employee from continuing with the light-duty assignment.
- The treating physician indicates the employee has reached maximum medical improvement and will not be able to return to his/her prior position.

- The employee has been on injury leave and light duty for a period of twelve (12) months.

#### Notice & Certification Requirements

You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor. You must also provide the City with a health care provider's statement certifying your work-related illness or injury, your inability to work, and the expected duration of your leave.

#### Compensation During Leave

Workers' compensation disability leaves are with full base pay for a period not to exceed twenty-four (24) weeks. After the twenty-four week (24) period, compensation will be limited to Workers Compensation.

If an injury is sustained in connection with drug or alcohol abuse, the injured employee's worker's compensation benefits may be reduced or forfeited in accordance with state law. Under Missouri Senate Bill 751 enacted in 1990, employees who are injured on the job "in connection with" the use or being under the influence of drugs or alcohol will suffer a 15 percent reduction in worker's compensation benefits. In addition, the law provides for a complete forfeiture of worker's compensation benefits when the employee's use or being under the influence of drugs or alcohol is the "proximate cause" of the employee's injury.

#### Reinstatement

All regular full-time employees who were temporarily disabled due to on-the-job illnesses or injury shall have the right to return to work at their previous position during the first nine (9) months of continuous disability, subject to medical certification as to their fitness for employment. (All regular full-time employees who participate in the light duty program prior to reaching the first nine (9) months of disability shall have the right to return to work at their previous position during the first twelve (12) months of disability, subject to medical certification as to fitness for employment. All employees in initial introductory status who are disabled due to on-the-job illness or injury shall have the right to return to work at their previous position during the first six months of continuous disability, subject to medical certification as to fitness for employment.) Upon the submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. The City will comply with all applicable law regarding accommodation.

### **MILITARY LEAVE (ACTIVE AND RESERVE SERVICE)**

Regular full-time employees entering military service of the Armed Forces of the United States or are in the Armed Forces Reserves will be provided leave with pay for a period not to exceed a total of 120 hours in a calendar year (or a maximum of 20 calendar days for Fire/EMS personnel assigned to a 24-hour shift). You are afforded re-employment rights and retain full seniority benefits for all prior service upon re-employment in accordance with the Uniformed Services Employment and Reemployment Rights Act. You need to bring your military service orders to your department director for review prior to commencement of the leave.

Regular full-time employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as rate of vacation accrual and job seniority rights.

### **TRAINING PROGRAMS AND SEMINARS**

During your employment, you may be required or you may request to attend a training seminar,

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conference, et cetera. When the City requires your attendance at one of these functions, you will be reimbursed for appropriate business expenses you incur for attending the function. You must obtain your supervisor's written approval prior to attending one of these functions. You must also estimate your expenses for attending the function and submit them to your supervisor for prior approval. You will not be reimbursed for expenses without prior written approval from your supervisor. Please note that an employee's voluntary attendance at seminars or other educational forums is not subject to this policy. You will not be compensated for time spent in voluntary attendance in seminars and other programs that are conducted outside of normal business hours or that are not directly related to your current job. Copies of the City's Travel Policy are available from the Finance Department.

The City provides compensation for time spent in attendance at outside courses only when the City requires attendance, and the course is directly related to the employee's current job.

## **BUSINESS EXPENSE REIMBURSEMENT**

Employees may receive a Per Diem stipend or may be reimbursed for reasonable expenses incurred in the course of business. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the City along with the receipts within 30 days of the date of the expenditure. Refer to the City's Travel Policy for Per Diem rates and further details.

Employees are expected to exercise restraint and good judgment when incurring other expenses. Employees should contact their supervisor in advance if they have any question about whether an expense will be reimbursed.

## **EDUCATIONAL ASSISTANCE/TUITION REIMBURSEMENT**

Employees are encouraged to continue learning within their profession or career. Accordingly, all full-time employees may be eligible to receive reimbursement of 50% of the cost of tuition, (on a first come/first served basis), up to three thousand dollars (\$3,000) annually within budgeted funds, for educational courses directly related to their performance and/or position with the City. In order to qualify for reimbursement, you must submit a course description and the completed request form in advance of the beginning of instruction to your Department director for approval. The Department director will forward the submission to the Human Resources Division for secondary approval. Courses must be taken at an accredited school to qualify for reimbursement.

Tuition will be reimbursed to the employee upon satisfactory completion of the course, and submission of documentation showing a grade of C or better. In order to receive reimbursement, employees must provide receipts establishing enrollment in the course. The granting of educational assistance is contingent upon the availability of funds in the department to which the employee is assigned. No reimbursement for tuition shall apply when an employee receives total tuition reimbursement or greater monetary assistance from any other governmental or institutional source (i.e. scholarships, GI Educational Benefits).

The City's commitment to providing educational assistance should not be understood as guaranteeing that successful completion of a course will result in the City providing additional compensation or job benefits.

## **SUPPLEMENTAL DEPARTMENT RULES**

Upon approval of the City Manager, each department director may supplement these guidelines

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and rules with policies that are uniquely particular or applicable only to his/her department. These department policies should in no way conflict with any rules or policies contained in this document. In such an event, the rules and policies contained in this document will prevail.

## **IN CLOSING**

Many of the City's policies and employee benefits have been treated only briefly in this Employee Handbook. If you have any questions or want more information, your department director will be glad to fill in the details for you. The Human Resources Division will also be happy to help you with questions or problems.

If any interpretation, clarification or temporary deviation from the policies and provisions contained herein has to be made, it will be done at the direction of the City Manager.

**CITY MANAGER'S ADDENDUM**




**All-America City**

**Gladstone**



**2008**

**OFFICE OF THE CITY MANAGER  
MEMORANDUM KLD #13-56**

DATE: JUNE 28, 2013  
TO: LEADERSHIP TEAM  
FROM: KIRK L. DAVIS, CITY MANAGER   
RE: TELEPHONES, PERSONAL COMMUNICATION DEVICES &  
CELL PHONE USE POLICY

Directors,

Please share the following policy with your staff. This will be effective with the installment of the hand-free devices for the emergency vehicles.

**PERSONAL COMMUNICATION DEVICES**

The purpose of this policy is to establish guidelines for the use of City/Department-issued mobile telephones and personal communication devices, and the on-duty use of such devices or when used for authorized work-related purposes.

Because of technical advances and varying manufacturer nomenclature, this policy will generically refer to all Personal Communication Devices (PCD) as such, but is intended to include all mobile or cell phones, Personal Digital Assistants (PDA) and other such wireless two-way communications and/or portable Internet access devices. PCD use includes, but is not limited to, placing and receiving calls, text messaging, blogging and micro-blogging, e-mailing, using video or camera features, playing games and accessing sites or services on the Internet.

Privacy Policy

Any employee utilizing any computer, Internet service, telephone service or other wireless service provided by or funded by the City of Gladstone expressly acknowledges and agrees that the use of such service, whether for city business or personal use, shall remove any expectation of privacy the employee, sender and recipient of any communications utilizing such service might otherwise have, including the content of any such communications. The City of Gladstone also expressly reserves the right to access and audit any and all communications (including content) sent, received and/or stored using such service at any time.

Employees are advised and cautioned that the use of a personally owned PCD either on-duty or after duty hours for city business-related purposes may subject the employee and the employee's PCD records to civil or criminal discovery or disclosure under applicable public records laws.

P.O. BOX 10719  
GLADSTONE, MISSOURI 64118-0719

7010 NORTH HOLMES  
GLADSTONE, MISSOURI 64118-2646

816-436-2200  
816-436-2228 FAX

*City of Gladstone*

*1/1/2004 UPDATED May 10, 2022*

KLD #13-56 TELEPHONES, PERSONAL COMMUNICATION DEVICES &  
CELL PHONE USE POLICY

Page 2 of 2

City Issued PCD

Depending on an employee's assignment and needs of the position, the City of Gladstone may, at its discretion, issue a PCD. Such devices shall remain the sole property of the City and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without reason.

Use Of Personal Communication Devices While Driving

The use of a PCD while operating a motor vehicle can cause unnecessary distractions. Employees are required to be familiar with and comply with local, state and federal laws regarding driving and the use of PCDs. Employees who operate city vehicles as commercial vehicle drivers (CDL licensed employee drivers) may not use PCDs while driving city vehicles of any kind and are prohibited from using data services on their device, such as texting, answering a call (no reaching for a call) or accessing the mobile web while driving..

Should a personal or work related call be necessary, the CDL licensed employee must pull off to the side of the road or into a parking lot and safely stop the vehicle before placing or accepting a call. Employees operating emergency vehicles may use a PCD that is configured to allow hands-free listening and talking to communicate with other personnel in situations where the use of the radio is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid or in lieu of regular radio communication. Employees who are operating non-emergency vehicles or their own vehicle for City business shall not use PCDs while driving unless the device is specifically designed and configured to allow hands-free listening and talking. Employees should restrict the use of these devices while driving to matters of an urgent nature and should where practicable, stop the vehicle at an appropriate safe location while utilizing the device.

Under no circumstances are employees allowed to place themselves or others at risk to utilize a cell phone to fulfill city business or personal needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all fines that result from such actions and may be subject to disciplinary action.

Use of Personal Communication Devices

PCDs, whether provided by the City of Gladstone or personally owned, should only be used by on-duty employees for legitimate City business except as provided for below.

PCDs may not be used to conduct personal business while on-duty, except when brief personal communications may be warranted by the circumstances (e.g., to inform family of extended hours). While employees may use personally owned PCDs for personal business during authorized breaks, such usage should be limited as much as practicable to areas where the communication will not be seen or heard by the public.

Employees are prohibited from taking pictures, video or making audio recordings or making copies of such picture or recording media unless it is directly related to official city business. Using PCDs to harass, threaten, coerce or otherwise engage in inappropriate conduct with any third party is prohibited. Any employee having knowledge of such conduct shall promptly notify a supervisor. The on-duty use of PCDs, including personally owned PCDs, for purposes other than what is specifically permitted within this policy is prohibited and may be subject to discipline up to and including discharge.



**GENERAL ADMINISTRATION  
Human Resources Division**

DATE: February 24, 2012  
SUBJECT: Family and Medical Leave Act Update (FMLA)

---

As you may recall, generally, the FMLA regulations provide eligible employees with the right to take up to 12 weeks or 480 hours of leave (of absence) during a 12-month period in connection with the birth of the employee's child or placement of a child; placement of a child for adoption or foster care; to care for a child, spouse or parent with a serious health condition; or due to the employee's own serious health condition. Special provisions are available for military-related leaves.

The Military Caregiver Leave expands the FMLA protections for eligible family members for a covered service member with a "serious injury or illness." These family members are able to take up to 26 weeks or 1040 hours of leave in a 12-month period. The Leave for Qualifying Exigencies provides families of Regular Armed Forces, National Guard and Reserves personnel on active duty to take leave to manage their affairs in "qualifying exigencies." The rule defines "qualifying exigencies" as short-notice deployment, military events, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities.

Attached please find the Department of Labor's Notice of Employees Rights and Responsibilities for your convenience. New Health Care Provider Certification forms are available upon your request. Should you need to request a FMLA leave of absence, please contact your department director or Human Resources as soon as you become aware of the need. When the need for FMLA leave is

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foreseeable, generally the employee must provide their department director with at least 30 days' notice.

Should you have additional questions about the City's FMLA policy, please contact Human Resources.

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## **EMPLOYEE RIGHTS AND RESPONSIBILITIES** **UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

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*1/1/2004 UPDATED May 10, 2022*

### **Employee Responsibilities**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **NOTICES:**

### **OPEN ENROLLMENT FOR GROUP HEALTH PLANS ANNUAL ENROLLMENT/ELIGIBILITY NOTICE**

If you decline enrollment for yourself or your dependents (including your spouse) because of other group health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment WITHIN 31 DAYS after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment WITHIN 31 DAYS after the marriage, birth, adoption, or placement for adoption. Your newborn child must be enrolled within 31 days of birth in order to receive benefits for routine newborn charges. Newborn coverage is not automatic.

If an employee (or eligible dependent of such employee) experiences a loss of eligibility for Medicaid or a State Child Health Insurance Program, they have a Special Enrollment Right to enroll for coverage in our group health plan provided a request for enrollment is made WITHIN 60 DAYS after the loss of eligibility. If an employee (or eligible dependent of such employee) is determined to be eligible for premium assistance by Medicaid or a State Child Health Insurance Program (including under any waiver or demonstration project conducted under or in relation to

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*1/1/2004 UPDATED May 10, 2022*

such a program), they have a Special Enrollment Right to enroll for coverage in our group health plan provided a request for enrollment is made WITHIN 60 DAYS of the determination of assistance.

Your dependents may be covered under this plan so long as they meet the definition of an eligible dependent. Eligible dependent children are covered until the end of the month in which they turn 26 regardless of student, marital, or employment status. The spouse and/or children of your dependent child are not eligible.

#### **Summary of Benefits and Coverage (SBC) Availability Notice**

In accordance with requirements of the Affordable Care Act, you have the right to review the SBCs for health plans offered. The SBC format and content has been standardized to comply with the ACA and to make it easy for you to compare plan options. You can view the SBC electronically at [www.mprhealthplan.org](http://www.mprhealthplan.org) / Medical Plans.

#### **Notice of Special Enrollment Rights**

Federal law provides Special Enrollment provisions under some circumstances. If you are declining enrollment for yourself or your dependents (including spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 31 days after your other coverage ends.

There may be a right to enroll in this Plan if you or your dependent lose coverage under Medicaid or a State Children's Health Insurance Program, or you or your dependent become eligible for Plan assistance under Medicaid or a State Children's Health Insurance Program (including under any waiver or demonstration project conducted under or in relation to such a program). Enrollment must be requested within 60 days of the Special Enrollment event.

In addition, if you have a new dependent as a result of marriage, birth, adoption, placement for adoption, or legal guardianship you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, placement for adoption or court appointed date of legal guardianship.

#### **Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)**

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your State may have a premium assistance program that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for these programs, but also have access to health insurance through their employer. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is

available. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must permit you to enroll in your employer plan if you are not already enrolled. This is called a “special enrollment” opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, you can contact the Department of Labor electronically at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or by calling toll-free 1-866-444-EBSA (3272).

**If you live in one of the following States, you may be eligible for assistance paying your employer health plan premiums.**

**You should contact your State for further information on eligibility –**

**KANSAS** – Medicaid  
Website: <http://www.kdheks.gov/hcf/>  
Phone: 1-800-792-4884

**MISSOURI** – Medicaid  
Website:  
<http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>  
Phone: 573-751-2005

To see if any more States have added a premium assistance program or for more information on special enrollment rights, you can contact either: U.S. Department of Labor U.S. Department of Health and Human Services Employee Benefits Security Administration Centers for Medicare & Medicaid Services. [www.dol.gov/ebsa](http://www.dol.gov/ebsa) [www.cms.hhs.gov](http://www.cms.hhs.gov). 1-866-444-EBSA (3272) 1-877-267-2323, Menu Option 4, Ext. 61565

OMB Control Number 1210-0137 (expires 10/31/2016)

### **WHCRA Annual Notice**

Do you know that your plan, as required by the Women’s Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? For more information, contact the insurance carrier and/or third party administrator.

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1/1/2004 UPDATED May 10, 2022



## *Request for Council Action*

RES  # R-26-30

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 6/3/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to execute the Petition for the Amendment of the Downtown Linden Community Improvement District.

Background: On July 29, 2019, by Ordinance No. 4.482, the City Council established the Downtown Linden Community Improvement District (“CID”). The CID was formed to provide funding in conjunction with the Fairfield Inn and Suites hotel project that was developed by SREH MAG Gladstone Partners, LLC (the “Developer”). The Developer has requested that a petition to amend the CID be submitted to the City Council in order to clarify that the CID has authority to lease property in the District. The hotel project was developed using the Chapter 100 program under which the City owns the property and leases it to the Developer. As a result, in order for the petition to amend the CID to be filed with the City Clerk, it must be signed by the City as the owner of the property. This Resolution authorizes the City Manager to execute the petition to amend the CID on behalf of the City. After the petition has been executed and submitted to the City Clerk, notice of a public hearing before the City Council will be provided in accordance with state law regarding the petition. After the public hearing has been held, an ordinance will be presented to the City Council for consideration and approval of the petition.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends passing the Resolution as written.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk.

Robert M. Baer  
City Manager

CW  
City Attorney

**RESOLUTION R-26-30**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PETITION TO THE CITY OF GLADSTONE, MISSOURI, FOR THE AMENDMENT OF THE DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, the Community Improvement District Act, Section 67.1401 et seq., of the Revised Statutes of Missouri mandates that a petition requesting the amendment of a community improvement district be signed by property owners collectively representing i) the property owners owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district; and

**WHEREAS**, the City of Gladstone owns certain real property within the Downtown Linden Community Improvement District and desires to execute the petition necessary to amend the same.

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

**THAT**, the City Council hereby authorizes the City Manager to execute the Petition to the City of Gladstone, Missouri for the Amendment of the Downtown Linden Community Improvement District, in substantially similar form as the attached **Exhibit A** incorporated into this Resolution as if fully set forth herein, on behalf of the City of Gladstone, Missouri, and to execute other documents and take such other actions as may be necessary to effectuate the intent of this Resolution.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

**EXHIBIT A**

---

AMENDED PETITION TO THE CITY COUNCIL  
OF THE CITY OF GLADSTONE, MISSOURI CONCERNING  
**THE DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT**

Submitted \_\_\_\_\_, 2026

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**AMENDED PETITION CONCERNING  
THE DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT**

The Downtown Linden Community Improvement District (the "**District**") was formed as a political subdivision of the State of Missouri pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**") and the Petition for the Creation of a Community Improvement District (the "**Establishment Petition**") approved by the City of Gladstone, Missouri (the "**City**"), pursuant to Ordinance No. 4.481, passed July 29, 2019 (the "**Establishment Ordinance**"). Since the date of the date of the Establishment Ordinance, the land within the District has been replatted.

Pursuant to the authority of the CID Act, this Amended Petition is filed with the City Clerk of the City by the undersigned petitioner ("**Petitioner**"), which owns more than fifty percent by assessed value of the real property within the boundaries of the District; and (ii) more than fifty percent per capita of all owners of real property within the boundaries of the District. The Petitioner hereby petitions and requests that the City Council of the City hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving this Amended Petition. In support of this petition, the Petition sets forth the following information in compliance with the CID Act:

1. **Property Description.** The legal description of the District is set forth in **Exhibit A-1** to this Petition and a map illustrating the contiguous boundaries of the District is set forth as **Exhibit A-2**. A list of the owners of all properties included within the boundaries of the District are attached hereto as **Exhibit B**.
2. **District Name.** The name of the District is **Downtown Linden Community Improvement District**.
3. **Notice to Petitioners.** The signers of this Petition understand that their signatures may not be withdrawn from this Petition later than seven (7) days after this Petition is filed with the City Clerk.
4. **Purpose and Five-Year Plan.** A *revised* five-year plan (the "Plan") stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred is attached hereto as **Exhibit C**.
5. **Political Subdivision.** Pursuant to the Establishment Ordinance, the District was created as a political subdivision of the State of Missouri.
6. **Governing Board.**
  - (a) **Number.** The District is (and shall be) governed by a Board of Directors ("**Board**") consisting of five (5) members.
  - (b) **Qualifications.** Each Director, during his or her term, shall meet the requirements of Section 67.1451, including, with respect to at least one director at all times, Section 67.1451.2(3).

(c) Current Directors. The current Board of Directors (and terms) are as follows:

<u>Name</u>	<u>Term Expiration Date</u>
Julie Justus	July 29, 2027
Zach Hall	July 29, 2027
Miles Powers	July 29, 2027
Travis Maschino	July 29, 2029
Brandon Cassidy	July 29, 2029

Each of the above-named persons were approved by the Owners and appointed to the above terms as directors by the Mayor of the City with the consent of the City Council. Such directors shall serve for the applicable term as specified above, or until their respective successors (each a “**Successor Director**”) are appointed in accordance with the CID Act and this Petition.

(d) Terms. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with Section 6, paragraph (e) of the Petition. If, for any reason, a Director is not able to serve his/her term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term

Notwithstanding anything to the contrary, any Director's failure to the meet the qualification requirements set forth above, either in the Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

(e) Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to the slate submitted by the District to the City Clerk of the City. The slate of proposed Successor Directors shall evidence in a from satisfactory to the City that each Successor Director meets the qualifications to serve as Director pursuant to the CID Act and this Petition.

Upon receipt of the slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council or (ii) return the slate to the Board with a request for alternates for any or all of the Boards positions identified in the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate, the Board shall within ten (10) days of such refusal submit an alternative slate to the mayor with two (2) alternates for each of the Board positions requested by the City Council.

7. Assessed Value of Property. The total assessed value of all real property within the District is \$00.00 as the Property is currently owned by the City.

8. **Determination of Blight.** As set forth in the Establishment Petition and the Establishment Ordinance, the District is a Blighted Area. As such, pursuant to Section 67.1461.2, RSMo., the District is authorized to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner. The Establishment Ordinance further found that doing so is reasonably anticipated to remediate the blighted conditions within the District and will serve a public purpose.
9. **Duration of District.** The life of the District began upon the effective date of the Establishment Ordinance, and shall be in existence for twenty (20) years from such date to fund improvements and services or other items as set forth in the Plan in furtherance of this Petition and in accordance with the CID Act.
10. **Real Property Taxes.** The District will not have the power to impose a real property tax or a business license tax.
11. **Sales Taxes.** Pursuant to the Establishment Ordinance and Resolution No. \_\_\_\_\_, the District is authorized to levy a sales and use tax on all sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo. (excepting such sales as set forth in the CID Act), at a rate of one percent (1.0%) (the “**Sales Tax**”).
12. **Special Assessments.** Pursuant to the Establishment Ordinance and Resolution No. \_\_\_\_\_, the District is permitted to impose special assessments, as set forth in that Special Assessment Petition approved by said Resolution (the “**Special Assessment**”).
13. **Borrowing Capacity.** Petitioner does not have (and does not seek) limitations on the borrowing capacity of the District.
14. **Revenue Generation.** Petitioner does not have (and does not seek) limitations on the revenue generation of the District.
15. **Powers of District.** The District has all of the powers provided in CID Act, except as otherwise expressly set forth herein. Petitioner does not have (and does not seek) limitations on the powers of the District.

**Signature Page**

The undersigned requests that the City Council hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving this Amended Petition.

<b>Name of Owner:</b>	City of Gladstone
<b>Owner's Telephone Number:</b>	(816) 436-2200
<b>Owner's Mailing Address:</b>	7010 N. Holmes
	Gladstone, Missouri 64118
<b>Name of Signer:</b>	Robert Baer
<b>Basis of Legal Authority to Sign:</b>	City Manager
<b>Signer's Telephone Number:</b>	Same as above
<b>Signer's Mailing Address:</b>	Same as above

The undersigned owns the following parcel:

<b>Parcel #</b>	<b>Owner</b>	<b>Area (Acres)</b>	<b>EAV</b>
<b>13614002500300<sup>1</sup></b>	City of Gladstone, Missouri	1.54	\$00 <sup>2</sup>

By executing this Petition, the undersigned represents and warrants that he /she is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

**CITY OF GLADSTONE, MISSOURI**, a Third-Class City in Clay County, Missouri

By: \_\_\_\_\_  
 Robert Baer, City Manager

STATE OF MISSOURI            )  
   )        ss.  
 COUNTY OF CLAY             )

Before me personally appeared Robert Baer, City Manager of the CITY OF GLADSTONE, MISSOURI, a Third-Class City in Clay County, Missouri, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of said City.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_

<sup>1</sup> The parcels comprising the District were replatted after the formation of the District, but the boundary was not modified.  
<sup>2</sup> Owned by the City and exempt from *ad valorem* property taxes.



**Exhibit A-1**

**The legal description of the District**

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND S. 10.72 FEET OF LOT 12, BLOCK 25, LINDEN SUBDIVISION.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 25, LINDEN SUBDIVISION; THENCE S. 89° 37'44" E. ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE OF S. 89° 37'44" E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S. 00° 25'15" W., A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N. 89° 50'09" W., A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N. 00° 30'41" E., A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1,2, AND 3 N. 00° 30'41" E., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.

Exhibit A-2

Map of the District



**Exhibit B**

**A list of the owners of all properties included within the boundaries of the District as of the date of the filing of this Petition**

<b>Parcel #</b>	<b>Owner</b>	<b>Area (Acres)</b>	<b>EAV</b>
<b>13614002500300</b>	City of Gladstone, Missouri	1.54	\$00

**EXHIBIT C**

**Five Year Plan**

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REVISED FIVE YEAR DISTRICT MANAGEMENT PLAN

DOWNTOWN LINDEN COMMUNITY IMPROVEMENT DISTRICT

CITY OF GLADSTONE, MISSOURI

The information and details outlined in the following pages represent the strategies, and activities that are anticipated to be undertaken during the five year term of the Downtown Linden Community Improvement District in Gladstone, Missouri, subsequent to the approval of the Amended Petition for District formation approved in the year 2026. It is an integral and composite part of the amended petition to establish the Downtown Linden Community Improvement District.

\_\_\_\_\_, 2026

## Introduction

The Downtown Linden Community Improvement District (the "**District**") was formed as a political subdivision of the State of Missouri pursuant to Sections 67. 1401 to 67. 1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**") and the Petition for the Creation of a Community Improvement District (the "**Establishment Petition**") approved by the City of Gladstone, Missouri (the "**City**"), pursuant to Ordinance No. 4.481, passed July 29, 2019 (the "**Establishment Ordinance**").

The Petitioners have filed an Amended Petition (the "**Amended Petition**") to request the City to hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving the Amended Petition. The CID Act requires that the Amended Petition be accompanied by a five-year plan which includes (A) a description of the location and formation of the District; (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period (including, without limitation, the anticipated sources of funds to pay the costs and the terms of term of the sources used to pay the costs); and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period. This Amended Five-Year Plan (the "**Plan**") is presented in order to comply with the statutory requirement referenced above.

## Chapter 100

In connection with the formation of the District, the City adopted Ordinance No. 4480 on July 29, 2019 (the "**Chapter 100 Ordinance**"), (i) approving a plan submitted by SREH MAG GLADSTONE PARTNERS, LLC (the "**Company**") for the development of a commercial project, and (ii) authorizing the issuance of \$13,450,800 principal amount of Taxable Industrial Development Revenue Bonds (Hotel Project), Series 2019 (the "**Bonds**") to pay certain costs concerning the construction of hotel and related improvements (the "**Bond Project**") on certain land located in the City (the "**Project Site**"). Pursuant to the Chapter 100 Ordinance, the Company transferred the Project Site to the City and the City entered into a Lease Agreement dated as of November 1, 2019, as amended (the "**Lease**") with the Company pursuant to which the City leases the Bond Project and the Project Site to the Company.

The Company has successfully completed the Bond Project, which is a hotel and related amenities on the Project Site, which is coterminous with the District. The District and Company wish to take such steps as they may to ensure the continued successful operation of the Project.

## Management Plan Summary

This Amended Plan is proposed to improve and convey special benefits to properties located within the boundaries of the District by helping in the construction of certain Improvements and provision of certain Services. In addition, CID desires to sublease certain Improvements from the Company.

**Location:**

The District is located generally at the intersection of NE 69th Street and N Oak Trafficway in Gladstone Missouri. The District covers approximately 1.54 acres of land and is represented on the map included as **Exhibit A-2** of the Petition to which this Plan is attached.

**Improvements and Services**

The purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District and to provide services and activities as allowed under Section 67.1461 of the CID Act. To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the District under Section 67.1461 of the CID Act, the District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the District was created to provide funding for various “**Improvements**” (as further described below) within the District boundaries, which improvements were made in connection with the development, operation and maintenance of the Bond Project.

<b>ANTICIPATED IMPROVEMENT</b>	<b>PRELIMINARY ESTIMATED COST</b>
Grading of site	\$350,000
Reconstruction of Parking Lot	\$250,000
Engineering costs	\$125,000
Construction and extension of utilities	\$75,000
Soft Costs Cost	\$175,000
Lease Payments	\$864,000
<b>Total Estimated Cost of Improvements</b>	<b>\$1,714,000.00</b>

The cost estimates set forth in this Budget are reasonable best estimates at the time of approval of this District and it is agreed to and understood that such estimates are subject to change as part of the development process. The amounts and descriptions set forth in the above line items are not caps or limitations. The costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same.

In addition to the Improvements, the District is authorized to provide all of those services authorized by the Act, including the leasing of real property as set forth below, and including the maintenance of public improvements and public and private property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and recruitment of business.

**Lease of Improvements; Services**

Pursuant to Section 67.1461.1(6) of the CID Act, the District is authorized to “acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property within its boundaries, personal property, or any interest in such property...” Accordingly, the District intends to enter into a (sub)lease with the Company concerning certain portions of the Project Site containing the Improvements, including the parking lots, and other public improvements, in consideration of certain **“Lease Payments”**. **The aggregate Lease Payments shall not exceed \$864,000. Promotion of Business Activity**

Pursuant to the CID Act, the District is authorized “To produce and promote any tourism, recreational or cultural activity or special event in the district” and to “To support business activity and economic development in the district.” The District anticipates contracting with the Company for these services.

**Method of Financing**

The District imposes a sales tax on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to public utilities, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the **“District Sales Tax”**). The District also levies a special assessment of Five Dollars (\$5.00) per occupied hotel room per night (the **“Special Assessment”**; the District Sales Tax and District Special Assessment are collectively the **“District Revenue”**). The District Revenue will be used to pay costs of construction of the Improvements, Services, and the payment of administrative costs of the District. In addition, the District Revenues will be used to pay the Lease Payments.

The estimated District Revenues are set forth below.

<b>Downtown Linden CID</b>										
Fiscal Year End March 31	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
CID Sales & Use Tax Revenue-1% (net of 2% timely discount)	\$ 145,000	\$ 145,000	\$ 146,450	\$ 147,915	\$ 149,394	\$ 150,888	\$ -	\$ -	\$ -	\$ -
CID Speical Assessment Revenue (\$5.00 per occupied room night)	\$ 140,000	\$ 140,000	\$ 141,400	\$ 142,814	\$ 144,242	\$ 145,685	\$ 147,141	\$ 148,613	\$ -	\$ -
Transfer Funds from Linden Block 25 CID		\$ 21,944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total CID Revenues</b>	<b>\$ 285,000</b>	<b>\$ 306,944</b>	<b>\$ 287,850</b>	<b>\$ 290,729</b>	<b>\$ 293,636</b>	<b>\$ 296,572</b>	<b>\$ 147,141</b>	<b>\$ 148,613</b>	<b>\$ -</b>	<b>\$ -</b>
Operating Expenses	\$ 22,150	\$ 22,614	\$ 22,840	\$ 23,068	\$ 23,299	\$ 23,532	\$ 23,767	\$ 24,005	\$ 24,245	\$ -
Termination Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ -
Lease Payments	\$ 100,000	\$ 100,000	\$ 101,000	\$ 102,010	\$ 103,030	\$ 104,060	\$ 105,101	\$ 106,152	\$ 16,991	\$ -
Project Cost Reimbursements	\$ 155,000	\$ 176,944	\$ 123,610	\$ 124,846	\$ 126,095	\$ 110,980	\$ -	\$ -	\$ -	\$ -
Transfer Funds to City									\$ 139,211	
<b>Total CID Expenses</b>	<b>\$ 277,150</b>	<b>\$ 299,558</b>	<b>\$ 247,450</b>	<b>\$ 249,925</b>	<b>\$ 252,424</b>	<b>\$ 238,572</b>	<b>\$ 128,868</b>	<b>\$ 160,157</b>	<b>\$ 210,447</b>	<b>\$ -</b>
<b>Net Revenue (Loss)</b>	<b>\$ 7,850</b>	<b>\$ 7,387</b>	<b>\$ 40,400</b>	<b>\$ 40,804</b>	<b>\$ 41,212</b>	<b>\$ 58,000</b>	<b>\$ 18,273</b>	<b>\$ (11,544)</b>	<b>\$ (210,447)</b>	<b>\$ -</b>
<b>Ending Certificate No. 1 Balance</b>	<b>\$ 662,476</b>	<b>\$ 485,532</b>	<b>\$ 361,921</b>	<b>\$ 237,075</b>	<b>\$ 110,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>\$ 8,065</b>	<b>\$ 15,915</b>	<b>\$ 23,301</b>	<b>\$ 63,701</b>	<b>\$ 104,505</b>	<b>\$ 145,718</b>	<b>\$ 203,718</b>	<b>\$ 221,991</b>	<b>\$ 210,447</b>	<b>\$ 0</b>
<b>Ending Fund Balance</b>	<b>\$ 15,915</b>	<b>\$ 23,301</b>	<b>\$ 63,701</b>	<b>\$ 104,505</b>	<b>\$ 145,718</b>	<b>\$ 203,718</b>	<b>\$ 221,991</b>	<b>\$ 210,447</b>	<b>\$ 0</b>	<b>\$ 0</b>

**Cost:**

The total estimated cost of the Improvements is \$850,000. *In addition*, the total amount of the Lease Payments shall not exceed \$864,000. As of the date hereof, the District has approved \$\_\_\_\_\_ for the Improvements and \$\_\_\_\_\_ for the Lease Payments. The District's estimated expenditures for the next 5 years are set forth above.

**City Services:**

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

**Duration:**

The District will operate for a maximum term of twenty (20) years beginning 2019 or until all Lease Payments have been paid, whichever is longer.

**Governance:**

1. The District shall operate at all times in accordance with Bylaws that have been adopted by the Board of Directors
2. The District will meet on an annual or more frequent basis. The District shall hold meetings when so requested by the City.
3. The District will annually prepare a budget, and an annual report describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Finance Director or City Manager for review and comment no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year.

## EXHIBIT D

### Amended Special Assessment Petition

#### Background:

The Downtown Linden Community Improvement District (the "**District**") is currently authorized to levy a special assessments against the applicable users of any Hotel within the District in an amount equal to, and not to exceed, Five Dollars (\$5.00) per occupied hotel room per night (the "**Special Assessment**") for the purpose of providing revenue to fund certain improvements within the District and/or to pay the cost of services authorized to be provided in the petition to establish the District. In addition, the District desires to use the Special Assessment to pay the Lease Payments, as set in the Amended Petition concerning the District. **The aggregate Lease Payments shall not exceed \$864,000.**

#### Petition:

the District shall be authorized to continue levying special assessments against real property benefited within the District for the purpose of (i) providing revenue to fund certain improvements within the District, (ii) to pay the cost of services authorized to be provided in the Amended Petition concerning the District and (iii) to pay the Lease Payment as defined in the Amended Petition concerning the District. The aggregate Lease Payments shall not exceed \$864,000/ Such special assessments to be levied against each tract, lot, or parcel of real property listed below within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be assessed against the applicable users of any Hotel within the District in an amount equal to, and not to exceed, Five Dollars (\$5.00) per occupied hotel room per night. A "Hotel" shall mean an establishment providing accommodations, rooms, lodging, and other related services for travelers and tourists.

The existing tracts of land located within the District which will receive special benefit from the services and/or improvements are as follows:

Parcel #	Owner	Area (Acres)	EAV
13614002500300	City of Gladstone, Missouri	1.54	\$00

**Signature Page**

The undersigned requests that the City Council hold a public hearing in accordance with Section 67.1421, RSMo., and adopt an ordinance approving this Amended Petition.

<b>Name of Owner:</b>	City of Gladstone
<b>Owner's Telephone Number:</b>	(816) 436-2200
<b>Owner's Mailing Address:</b>	7010 N. Holmes
	Gladstone, Missouri 64118
<b>Name of Signer:</b>	Robert Baer
<b>Basis of Legal Authority to Sign:</b>	City Manager
<b>Signer's Telephone Number:</b>	Same as above
<b>Signer's Mailing Address:</b>	Same as above

The undersigned owns the following parcel:

<b>Parcel #</b>	<b>Owner</b>	<b>Area (Acres)</b>	<b>EAV</b>
<b>13614002500300<sup>3</sup></b>	City of Gladstone, Missouri	1.54	\$00 <sup>4</sup>

By executing this Petition, the undersigned represents and warrants that he /she is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

**CITY OF GLADSTONE, MISSOURI**, a Third-Class City in Clay County, Missouri

By: \_\_\_\_\_  
 Robert Baer, City Manager

STATE OF MISSOURI            )  
   )        ss.  
 COUNTY OF CLAY             )

Before me personally appeared Robert Baer, City Manager of the CITY OF GLADSTONE, MISSOURI, a Third-Class City in Clay County, Missouri, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of said City.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_





## *Request for Council Action*

RES  # R-26-31

BILL  # City Clerk Only

ORD  # City Clerk Only

Date: 6/3/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to execute the Petition for the Termination of the Downtown Linden Community Improvement District.

Background: On July 29, 2019, by Ordinance No. 4.481, the City Council established the Linden Block 25 Community Improvement District (“CID”). The CID was formed to provide funding in conjunction with the Fairfield Inn and Suites hotel project that was developed by SREH MAG Gladstone Partners, LLC (the “Developer”). The Developer has requested that a petition to terminate the CID be submitted to the City Council because the CID has completed its funding obligations that were contemplated when it was established. State law provides that upon dissolution of the District, its remaining funds should be distributed in such a manner so as to benefit the property in the District. It is intended that when it is terminated, a portion of the remaining funds of the District will be used to fund costs associated with the acquisition of right of way necessary for the North Oak Trafficway construction project.

The hotel project was developed using the Chapter 100 program under which the City owns the property and leases it to the Developer. As a result, in order for the petition to terminate the CID to be filed with the City Clerk, it must be signed by the City as the owner of the property. This Resolution authorizes the City Manager to execute the petition to terminate the CID on behalf of the City. After the petition has been executed and submitted to the City Clerk, notice of a public hearing before the City Council will be provided in accordance with state law regarding the petition. After the public hearing has been held, an ordinance will be presented to the City Council for consideration and approval of the petition.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends passing the Resolution as written.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk.

Robert M. Baer  
City Manager

CW  
City Attorney

## RESOLUTION R-26-31

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PETITION TO THE CITY OF GLADSTONE, MISSOURI, FOR THE TERMINATION OF THE LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, the Community Improvement District Act, Section 67.1401 et seq., of the Revised Statutes of Missouri mandates that a petition requesting the termination of a community improvement district be signed by property owners collectively representing i) the property owners owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district; and

**WHEREAS**, the City of Gladstone owns certain real property within the Linden Block 25 Community Improvement District and desires to execute the petition necessary to terminate the same.

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

**THAT**, the City Council hereby authorizes the City Manager to execute the Petition to the City of Gladstone, Missouri for the Termination of the Linden Block 25 Community Improvement District, in substantially similar form as the attached **Exhibit A** incorporated into this resolution as if fully set forth herein, on behalf of the City of Gladstone, Missouri, and to execute other documents and take such other actions as may be necessary to effectuate the intent of this Resolution.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

**EXHIBIT A**

**A PETITION FOR THE DISSOLUTION OF A  
COMMUNITY IMPROVEMENT DISTRICT**

To the City Clerk of the City of Gladstone, Missouri:

The Board of Directors of the **LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT**, hereby files this petition and request that the City of Gladstone, Missouri (the "*City*"), terminate the **LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT** (the "*District*"), pursuant to the authority of Sections 67.1481 of the Revised Statutes of Missouri, as amended (the "*CID Act*").

1. The District is contiguous and is entirely within the corporate boundaries of the City as set forth in as **Exhibits A and B**, attached hereto and incorporated herein by reference.
2. The District was formed as a political subdivision as part of Ordinance No. 4.481, passed July 29, 2019.
3. A plan for termination and dissolution of the District is set forth as **Exhibit C**, attached hereto and incorporated herein by reference, which includes detail for the distribution of assets of the District.
4. A public hearing shall be held at a Board of Aldermen meeting of the City of Gladstone, Missouri and notice of such public hearing shall be given in the manner set forth in RSMo. Section 67.1431.
5. Notification has been made to the Missouri Department of Revenue of the District's intent to terminate and the District revenue source (the CID Sales and Use Tax) have been discontinued.
6. Upon termination of the District, any assets of the District shall be distributed in accordance with the Plan for Termination and Dissolution.
7. The Board of Directors unanimously requests that the District be dissolved and terminated pursuant to the Community Improvement District Act.

Dated this \_\_\_\_ day of June 2026.

**PETITIONER AND SOLE OWNER:**

The undersigned requests that the City Council hold a public hearing in accordance with Sections 67.1481, RSMo., and adopt an ordinance approving this Amended Petition.

<b>Name of Owner:</b>	City of Gladstone
<b>Owner's Telephone Number:</b>	(816) 436-2200
<b>Owner's Mailing Address:</b>	7010 N. Holmes
	Gladstone, Missouri 64118
<b>Name of Signer:</b>	Robert Baer
<b>Basis of Legal Authority to Sign:</b>	City Manager
<b>Signer's Telephone Number:</b>	Same as above
<b>Signer's Mailing Address:</b>	Same as above

The undersigned owns the following parcel:

<b>Parcel #</b>	<b>Owner</b>	<b>Area (Acres)</b>	<b>EAV</b>
<b>13614002500300<sup>1</sup></b>	City of Gladstone, Missouri	1.54	\$00 <sup>2</sup>

By executing this Petition, the undersigned represents and warrants that he /she is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

**CITY OF GLADSTONE, MISSOURI**, a Third-Class City in Clay County, Missouri

By: \_\_\_\_\_  
 Robert Baer, City Manager

STATE OF MISSOURI            )  
   )        ss.  
 COUNTY OF CLAY             )

Before me personally appeared Robert Baer, City Manager of the CITY OF GLADSTONE, MISSOURI, a Third-Class City in Clay County, Missouri, to me personally known to be the individual described in and who executed the foregoing instrument on behalf of said City.

WITNESS my hand and official seal this \_\_\_ day of June 2026.

\_\_\_\_\_

<sup>1</sup> The parcels comprising the District were replatted after the formation of the District, but the boundary was not modified.  
<sup>2</sup> Owned by the City and exempt from *ad valorem* property taxes.



**EXHIBIT A**

**LEGAL DESCRIPTION OF DISTRICT**

LOTS 4, 5, 6, 7, 8, 9, 10, 11 AND S. 10.72 FEET OF LOT 12, BLOCK 25, LINDEN SUBDIVISION.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 25, LINDEN SUBDIVISION; THENCE S.  $89^{\circ} 37'44''$  E. ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH LINE OF S.  $89^{\circ} 37'44''$  E, A DISTANCE OF 43.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOTS 1, 2 AND 3 S.  $00^{\circ} 25'15''$  W., A DISTANCE OF 160.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N.  $89^{\circ} 50'09''$  W., A DISTANCE OF 124.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOTS 2 AND 3 N.  $00^{\circ} 30'41''$  E., A DISTANCE OF 80.83 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID LOTS 1,2, AND 3 N.  $00^{\circ} 30'41''$  E., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING TRACT 2 AS SHOWN ON THE CERTIFICATE OF SURVEY RECORDED DECEMBER 7, 2016 AS DOCUMENT NO. 2016043750 IN BOOK H, PAGE 177.



## EXHIBIT C

### PLAN FOR TERMINATION AND DISSOLUTION OF THE LINDEN BLOCK 25 COMMUNITY IMPROVEMENT DISTRICT

The information and details outlined in this Plan represent the strategy and activity to be undertaken in anticipation of the termination of the Linden Block 25 Community Improvement District in the City of Gladstone, Missouri.

**Section 1.** Ordinance No. 4.481, passed July 29, 2019, by the Board of Aldermen of the City of Gladstone, Missouri establishing the Linden Block 25 Community Improvement District (the “District”) as a political subdivision.

**Section 2.** The term of existence of the District was determined to be the earlier of: (i) twenty years from that date of issuance of any Obligations issued to fund the Project Improvements; or (ii) the full payment, defeasance and satisfaction of such Obligations.

**Section 3.** The essential powers of the District and its Board of Directors were to impose a CID sales and use tax of one percent (1.0%) on qualified retail sales within the District, the distribution of the resultant revenues to help fund the construction and installation of CID Project improvements.

**Section 4.** The District does not have any outstanding debt obligations.

**Section 5.** The Board of Directors has approved a petition and request that the City of Gladstone, Missouri to authorize the dissolution of the District, pursuant to the authority of Sections 67.1481 of the Revised Statutes of Missouri, as amended (the “CID Act”).

**Section 6.** Distribution of current assets will cover costs associated with the District’s dissolution, including legal fees and administrative costs. Any remaining amounts will be used in such a manner so as to benefit the real property which was formerly a part of the District. In furtherance thereof, the monies will be paid as follows:

- (i) \$195,000 will be paid the SREH MAG GLADSTONE PARTNERS, LLC, a Missouri limited liability company (“Owner”), as compensation for the dedication of rights necessary for the installation of roundabout, substantially as set forth in Exhibit C-1, which will benefit the real property which was formerly a part of the District. Such funds shall be held by the City for the benefit of the Owner pending consummation of said dedication.
- (ii) The balance will be paid the City. The City shall use such funds first, to cover the City’s legal fees concerning this Petition and related matters, and second, in such a manner so as to benefit the real property which was formerly a part of the District. Such funds shall be applied against the \$864,000 of “City Lease Payments” to the City under that Development Agreement dated as of February 21st, 2019, as amended, by and between the City and Owner.





## *Request for Council Action*

**RES**  # R-26-32

**BILL**  # City Clerk Only

**ORD** # City Clerk Only

Date: 6/3/2026

Department: Public Works

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: N/A

Subject: Property Acquisition, N. Oak Trafficway Construction, Project TP2371

Background: The City of Gladstone is working to finalize the design of improvements to N. Oak Trafficway from NE 69<sup>th</sup> Street to NE 72<sup>nd</sup> Street. In order to construct the improvements, right-of-way and/or easements are required from 20 property owners.

Budget Discussion: Funds are available from the 2024 COP and budgeted in the Transportation Sales Tax Fund.

Public/Board/Staff Input: Staff requests that the right-of-way and/or easements listed in the Resolution be submitted to Council for approval. This action will complete acquisition for 12 properties, with 8 remaining to be acquired.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Timothy A. Nebergall  
Department Director/Administrator

JA  
City Attorney

BB  
City Manager

**RESOLUTION NO. R-26-32**

**A RESOLUTION ACCEPTING RIGHT-OF-WAY AND EASEMENTS FROM CERTAIN PROPERTY OWNERS IN CONJUNCTION WITH THE NORTH OAK TRAFFICWAY ROAD CONSTRUCTION PROJECT TP2371.**

**WHEREAS**, right-of-way and easements from certain property owners are necessary to construct the North Oak Trafficway Road Construction Project TP2371.

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

**THAT**, right-of-way and easements from the property owners attached hereto as Exhibits “K” through “S” are hereby accepted. Easement labeling is a continuation of the easements submitted and accepted under Resolutions R-26-21 and R-26-26.

Temporary Construction Easements

“K” – Cuccia & Cuccia, LLC	6906 N. Oak Trafficway
“L” – Gary W. & Elizabeth D. Simons	7112 N. Oak Trafficway
“M” – FCFS MO, Inc. (Cash America Pawn)	7015 N. Oak Trafficway
“N” – Gladstone/SREH MAG Gladstone Partners, LLC (Fairfield Inn)	6901 N. Oak Trafficway
“O” – JC Kicks Enterprises, LLC (Pride Martial Arts)	6927 N. Oak Trafficway

Right-of-Way by Quit-Claim Deeds

“P” – Cuccia & Cuccia, LLC	6902 N. Oak Trafficway
“Q” – FCFS MO, Inc. (Cash America Pawn)	7015 N. Oak Trafficway
“R” – Gladstone/SREH MAG Gladstone Partners, LLC (Fairfield Inn)	6901 N. Oak Trafficway
“S” – JC Kicks Enterprises, LLC (Pride Martial Arts)	6927 N. Oak Trafficway

**FURTHER, THAT**, the City Manager of the City of Gladstone is hereby authorized to execute and undertake and perform on behalf of the City of Gladstone, Missouri, the obligations and undertakings set forth in said conveyances; and

**FURTHER, THAT**, the City Clerk is hereby directed to record said documents in the Office of the Recorder of Deeds, Clay County, Missouri.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

# City of Gladstone

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Public Hearing  
Budget Draft  
July 1, 2026 to June 30, 2027



June 8, 2026

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# CITY OF GLADSTONE COUNCIL MISSION STATEMENT, VISION, AND GOALS

## Mission Statement

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*“The City Council, Boards, Commissions, and City Staff are inspired and invested to enhance Gladstone’s quality of life and sense of community through innovative and effective leadership and inclusive citizen engagement.”*

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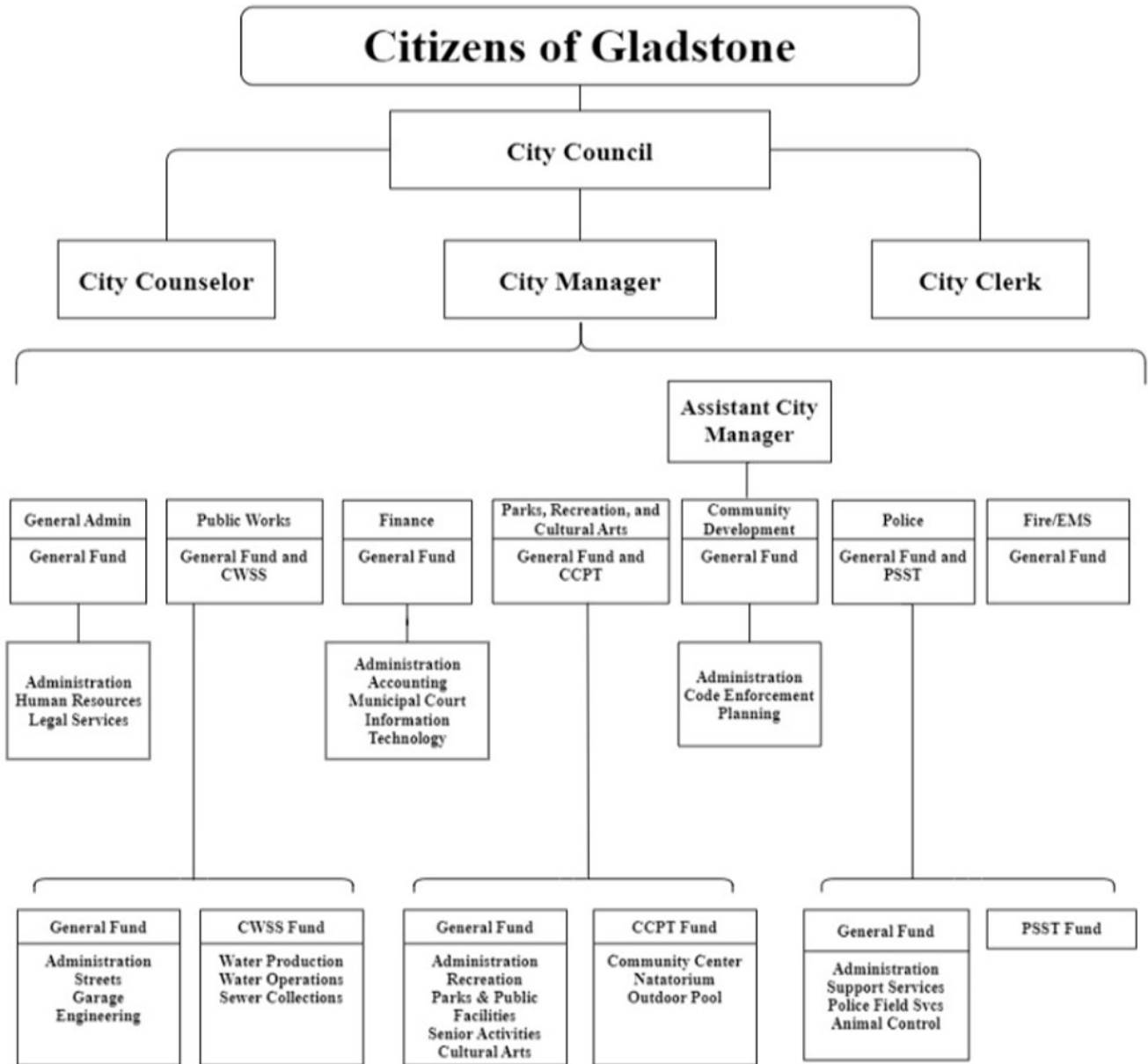
## Gladstone Vision

- Invested in becoming an even more welcoming and inclusive community.
- A vibrant commercial center with revitalized corridors at North Oak and Antioch Road and an innovative financial strategy that encourages economic development and redevelopment.
- A diverse quality housing stock that encourages community investment, provides opportunities to age in place, and becomes a destination to raise families.
- Gladstone is a recognized leader and provides innovative contributions to regional issues.
- Continued strong and innovative partnerships that help us ensure a high quality of life.
- An inspiring sense of place with a clear identity including an emphasis on arts and culture. You know you are in Gladstone.
- A strong commitment to public safety and City infrastructure investment.
- An inspired, innovative, and invested City staff.
- Cooperative relationships with citizens highlighted by inclusive citizen engagement and participation.

## 2026 City Council Goals

- Keep Gladstone as a safe place with a focus on crime prevention, traffic enforcement, and the recruitment and retention of high-quality police officers, firefighters and EMS personnel.
- Promote innovative economic development and funding opportunities for continued commitment to downtown, commercial corridors, and under-developed areas through effective infrastructure and redevelopment strategies.
- Provide the resources and support the strategies to continue to improve residential and commercial code enforcement.
- Pursue partnerships to maximize agriculture benefits and education programming at the Atkins-Johnson Farm and Museum.
- Prioritize neighborhood infrastructure to meet the needs of our residents and encourage quality residential density and homeowner investment to preserve and increase housing values.
- Promote initiatives to beautify Gladstone by encouraging civic engagement and community pride.
- Continue to improve and build communication strategies to better inform and engage our residents.
- Prepare for the opportunities and challenges that will come with the World Cup 2026.
- Begin the process to support a revised Parks Master Plan.

# CITY OF GLADSTONE ORGANIZATION CHART



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# City Manager's Budget Message

## Introduction

Submitted herewith is the Fiscal Year 2027 (FY27) budget and program of services for the City of Gladstone. The annual budget for FY27 as proposed represents the strategic, administrative, and financial plan of the City of Gladstone.

The FY27 budget is intended to serve as a policy document, a financial plan, an operations guide, and a communication device. The following overview of the FY27 budget illustrates the conservative approach utilized by the City Council and City Staff to develop a proposed budget plan which benefits the entire City of Gladstone and its residents. This budget is the product of a comprehensive team effort from every level of the municipal organization and has been reviewed by the budget team consisting of the City Manager, Assistant City Manager, Finance Director, and Human Resources Administrator.

The FY27 budget presents a balanced program of services and cost control measures which will be monitored throughout the year to provide the quality programs and services important to the citizens of Gladstone.

## Guiding Principles and Best Practices

City staff and the budget team begin with City Council goals and mission statement as the guiding policies for developing the budget. The proposed budget seeks to implement Council objectives through the re-allocation of existing resources and the allocation of additional resources where necessary. At all times, the city aims to maximize the utility of resources provided by residents. This requires focusing funds towards those objectives most desired by residents as well as ensuring the efficient and transparent spend of those funds.

---

### ***Maximize the Utility of Resources Provided by Residents***

---

Prudent budgeting practices should provide a long-term sustainable trajectory for the city. The following best practices are implemented in this policy document:

- Regular operating expenditure must be covered by regular revenues.
  - Examples: Routine payroll and benefit costs, electricity, fuel for police vehicles
- One-time inflows of resources should be first assigned to one-time outflows of resources.
  - Example: Debt proceeds and one-time grants should be prioritized to be spent on infrequent purchases such as a new fire truck or a large facility refresh.
- Restricted funds should be used as able before general funds.
  - Resources legally restricted towards specific uses should be exhausted for those uses before the city commits unrestricted resources.
  - Example: Public Safety Sales Tax revenues should be fully applied to the payroll of six police officers as promised to voters before general sales tax is used to cover any remaining payroll expense.

## The Budget Planning Process – Revenue

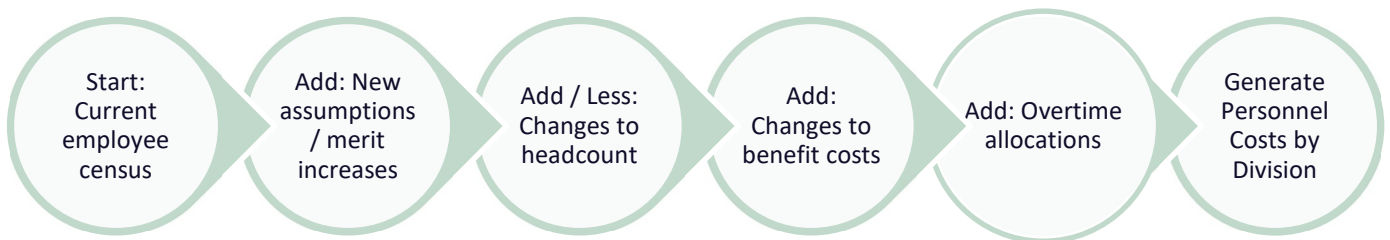


City revenues are diverse and subject to multiple internal and external economic factors. Using the current year’s performance and best available data, staff work to generate forecasts for the next budget cycle on a fund level basis. As additional information is received by the city, revenue forecasts are frequently evaluated for accuracy and adjustments to assumptions or expenditure burn rates are made as needed.

## The Budget Planning Process – Expenditure

### Personnel

Representing the largest resource outlay for the city, a significant amount of time is spent on personnel budgeting and forecasting. The projections for these expenditures are subject to various laws and regulations, union agreements, and external market forces. The process is iterative, and is a collaboration between Human Resources, the budget team, department leaders, employee advocates, and other stakeholders.



The city begins with the current wages for employees as well as their related benefit costs. After consulting with Human Resources and department heads, changes to the census are incorporated.

# Common Updates to the Employee Census



Open head count and new positions



Market adjustments



Annual merit and cost of living adjustments



Changes to benefit costs provided by third party benefit companies



Changes to part-time seasonal wage budget needs

## Debt

The issuance of tax-free municipal debt is a crucial financing tool for the city. Our most recent credit rating by S&P Global, AA-, is partially the result of prudent financial management and favorable long-term economic conditions of the city. Maintaining a high-quality credit rating is crucial for the long-term financial health of the city and may result in lower borrowing costs across multiple projects and funds.

---

### ***Latest Credit Rating: AA-***

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As of May 2026, the debt load of the city on a government-wide basis was ~\$60M. FY27 debt service is budgeted at \$6.9M or ~10.7% of overall annual outlays for the city.

Debt service budget amounts are based on regular payoff and amortization schedules. Any one-time debt payments and refinancing are considered separately.

## Other Mandatory Spending, not debt-related

Certain cash outflows are required by law, either restricted through voter approved ballot measures, by state statute, or other contracted agreement. The city is committed to transparent compliance with these mandatory spending requirements.

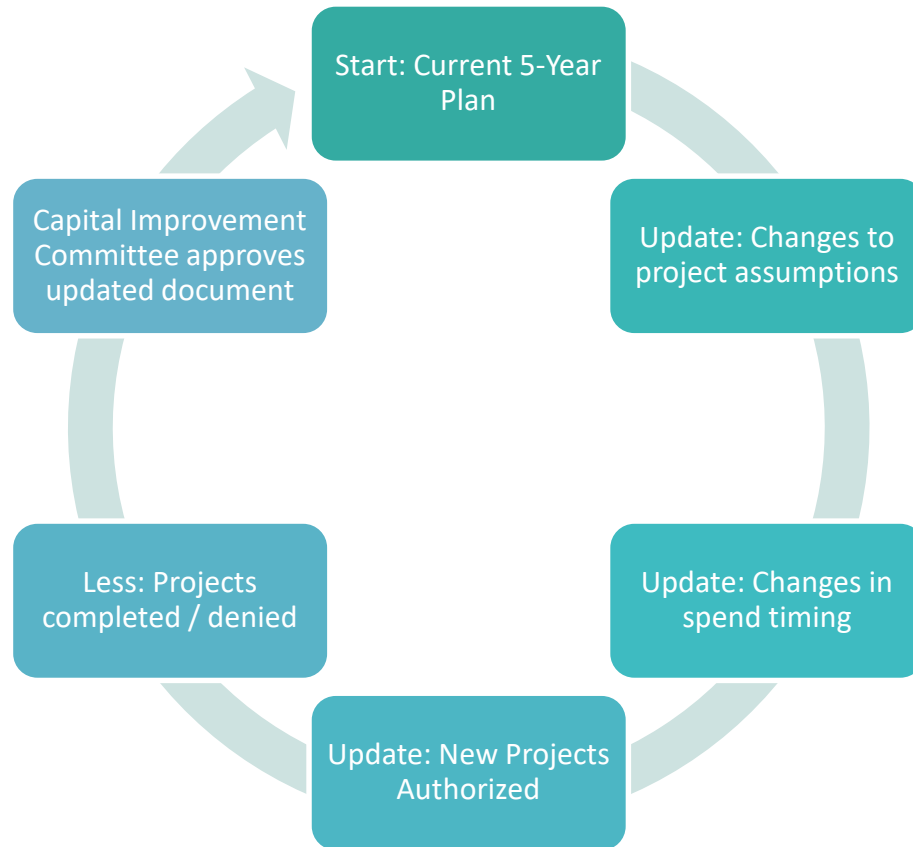
Examples of such spending can include:

- The payroll expenditures and supporting equipment for six police officers paid for with the Public Safety Sales Tax

- The maintenance and construction of roads and trails as paid for by the Transportation Sales Tax
- Long-term capital improvements as paid for by the Capital Improvement Sales Tax
- The renovation of the city water treatment plant and water towers as paid for by the 2024 Certificates of Participation.

Considerable care is taken to ensure that budgeted expenditures match these requirements.

### 5-year Capital Improvement Plan



Many of the services provided by the city rely on functional capital equipment and infrastructure. Representing an annual multi-million dollar outlay, the City works constantly to maintain a forward-focused outlook to adequately prepare for large capital expenditures before they become a strain on current resources. The City maintains a 5-year capital improvement plan that monitors current spend, fund balance levels, forecasted revenues, and forecasted capital outflows.

## Common Reasons to Update the Capital Improvement Plan



Changes to cost assumptions



Changes in spend timing



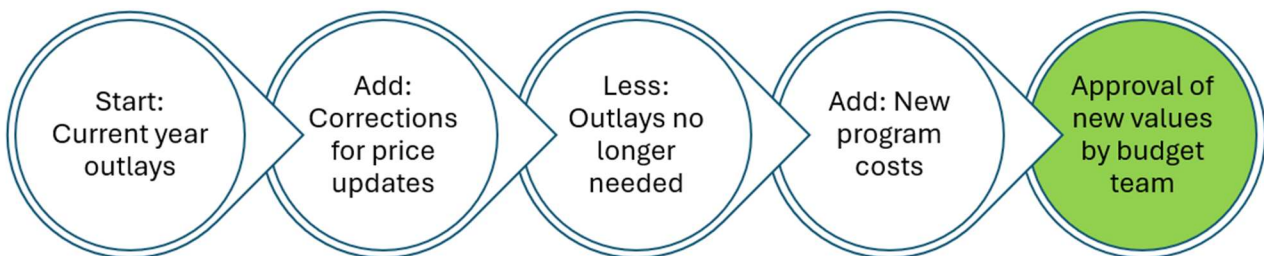
Feasibility of new projects



Updates to the useful life of active capital equipment

Outlays called for in the Capital Improvement Plan are added to the budget file after review with the Director of Public Works, Construction Coordinator, and the Capital Improvements Team.

### Review and Roll of Routine Operating Expenditures



Representing ~4% of annual outlays, routine operating expenditure covers the necessary but less visible costs of providing government services. Expenditures in this category include items such as office supplies, fees and memberships, and employee training / tuition reimbursements.

Department heads are given increased discretion on how to best spend these funds, based on the needs of their department for that specific year. Re-occurring general expenditures are usually rolled from prior year actuals and their levels are corrected for considerations such as inflation, recent programs / costs, or updated management experience. Unique identification of each outflow is usually not mandated. As an example, the budget team does not require department heads to account for the exact amount of paper they will use for the budget year. Instead, past performance will be reviewed for reasonableness, and departments can request supplemental increases / changes to their allocations on a needs basis.

### Department Level Supplemental Requests

Once the base budget is solidified, the budget team reviews supplemental and new cost requests from departments. An overall increase or decrease in a division's budget authority must be approved by the budget team.

Each supplemental request must contain sufficient cause, research, and be in line with the goals and mission of the City. The budget team evaluates each request, which is approved or denied based on resources available and the benefits that citizens would realize from the request.

## General Budget Considerations and Assumptions

### Revenue Assumptions

City staff have generated revenue forecasts for the next budget cycle based on the best available information. This includes current revenue receipt rates, analysis of sales tax return reporting, review of cash balances and investment opportunities, and past experience. While the tax base for the city remains relatively stable year over year, staff continually monitor for indications that assumptions should be revised.

## High Impact Assumptions Revenue



6% SEWER RATE  
INCREASE



ASSUMES SALES TAX  
REVENUE GROWTH  
WILL BE MODEST IN  
FY2027



MEMBERSHIP FEES:  
5% INCREASE



AJ FARM VENUE  
REVENUES:  
\$200-250K

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### Personnel and Benefit Assumptions

The city continues to deal with significant challenges with recruitment and retention across multiple departments. As part of our ongoing recruitment effort, retention of key staff and succession planning is vital and will be a continued focus area in FY2027.

# Personnel Assumptions



Open positions will be filled all 12 months



Workers Comp increase by 1% for general city



Recruitment and Retention in Public Safety and Public Works will continue to be a key focus

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## High Impact Assumptions - Personnel

Merit Increases: \$575,240 topline

- July 1:
- General City – 5%: \$363,194
- Police & Fire – 5%: \$212,047

Market Adjustments 7/1: \$116,272 topline

- Police Floor Increase \$116,272

3% Increase in Medical Costs + 12% increase in Dental coverage, absorbed by city :  
\$65,007

# High Impact Assumptions - Personnel



# Benefit Assumptions



**3% increase in medical**

The city will absorb the 3% increase in medical insurance for the year.



**No change in HSA, other third-party benefits**

The city will not alter any HSA contributions. Non-medical prices for the city will stay at FY2025 levels.



**Assume open positions will enroll in benefits**

For benefits, assume open headcount will fully enroll in family coverage

# Risks – Personnel



The labor market continues to be competitive for qualified staff



Employee turnover continues to be an elevated risk



We currently have 19 open positions



Targeted market adjustments have been made for certain positions to mitigate further turnover



Retention of key staff and succession planning is vital and will continue to be an enhanced focus area in FY2027

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## City Wide Overview

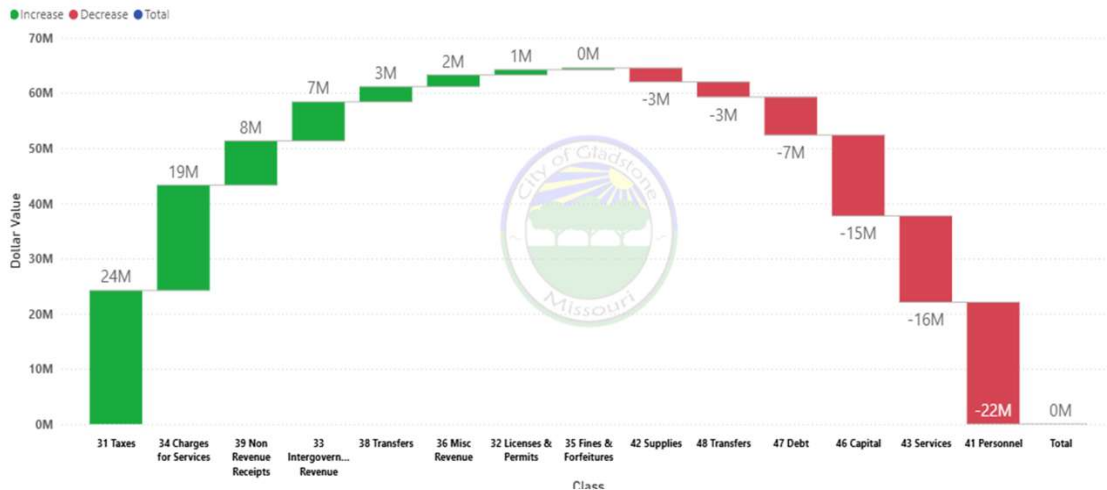
### FY2027 PROPOSED BUDGET

#### Budgeted Funds - Overview

GL Type	Class	101-General	202-CCPT	203-PSST	401 CIST	402-TST	404-Tech	501-CWSS	Total
<b>Revenue</b>									
31 Taxes		16,878,444	1,138,003	1,219,829	2,276,006	2,276,006	468,984	0	24,257,272
32 Licenses & Permits		932,338	0	0	0	0	0	0	932,338
33 Intergovernmental Revenue		2,491,006	525,000	3,898	751,946	3,300,000	0	0	7,071,850
34 Charges for Services		3,763,400	1,853,363	0	0	0	0	13,471,886	19,088,649
35 Fines & Forfeitures		331,000	0	0	0	0	0	0	331,000
36 Misc Revenue		1,280,903	373,980	22,943	67,981	82,698	81,626	237,030	2,147,161
38 Transfers		487,463	1,141,650	6,632	1,000,000	100,000	0	0	2,735,745
39 Non Revenue Receipts		358,500	0	0	0	2,359,825	0	5,278,171	7,996,496
<b>Total</b>		<b>26,523,054</b>	<b>5,031,996</b>	<b>1,253,302</b>	<b>4,095,933</b>	<b>8,118,529</b>	<b>550,610</b>	<b>18,987,087</b>	<b>64,560,511</b>
<b>Expense</b>									
41 Personnel		-17,774,896	-1,780,512	-682,184	0	0	0	-1,893,440	-22,131,032
42 Supplies		-1,319,846	-181,720	-98,547	0	0	0	-941,716	-2,541,829
43 Services		-4,431,028	-1,154,855	-161,038	-122,127	-244,000	0	-9,547,872	-15,660,920
46 Capital		-822,958	-37,065	-124,600	-1,500,000	-6,820,000	0	-5,268,012	-14,572,635
47 Debt		-729,413	-1,877,844	-186,933	-1,784,506	-954,529	-63,147	-1,286,047	-6,882,419
48 Transfers		-1,444,913	0	0	-689,300	-100,000	-487,463	-50,000	-2,771,676
<b>Total</b>		<b>-26,523,054</b>	<b>-5,031,996</b>	<b>-1,253,302</b>	<b>-4,095,933</b>	<b>-8,118,529</b>	<b>-550,610</b>	<b>-18,987,087</b>	<b>-64,560,511</b>
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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### Base Budget Impact on Fund Balance



The FY27 proposed Citywide Budget is ~\$64.6M in revenue and ~\$64.6M in expenditures

## Citywide Revenue

### Budgeted Funds - Overview

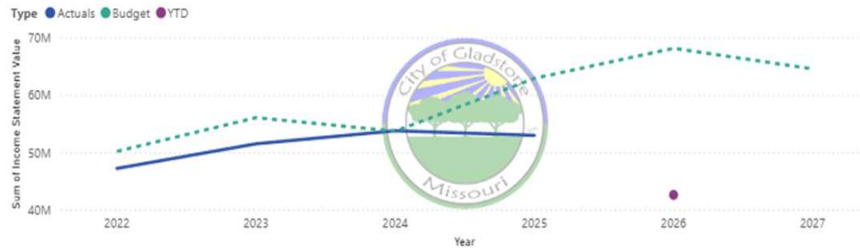
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## Revenue Overview - Citywide

- Sales Tax growth expected to be near ~3%.
- Real Estate property tax revenue is expected to be flat to current year.
- Projecting ~4.8% increase in total revenue YOY excluding fund balance draw downs

## Revenue - Budget Compared to Annualized Performance

### Prior Year Comparison : Performance to Budget



## Revenue Forecast by Fiscal Year

- Staff maintained a conservative outlook for overall revenue.
- Water and Sewer rate increases are expected to push revenue ~\$800,000 higher.

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## Risks : Revenue

- **Uncertain cash inflows – Geopolitical factors**
  - Projecting ~\$4 million in intergovernmental revenue including local, state, federal inflows (excluding HUD HVAC grant).
  - If even a portion of this funding is frozen or delayed the city may be facing a million dollar+ funding gap for this budget year.
- **Property Value Assessment Freeze for elderly residents**
  - 2026 base assessment year began to impair an unknown portion of the city's property tax base.
  - Until direct data are gained, internal estimates from census data show this will likely be a material impact.
  - Change will start small but grow each assessment pass.



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# Citywide Expenditures

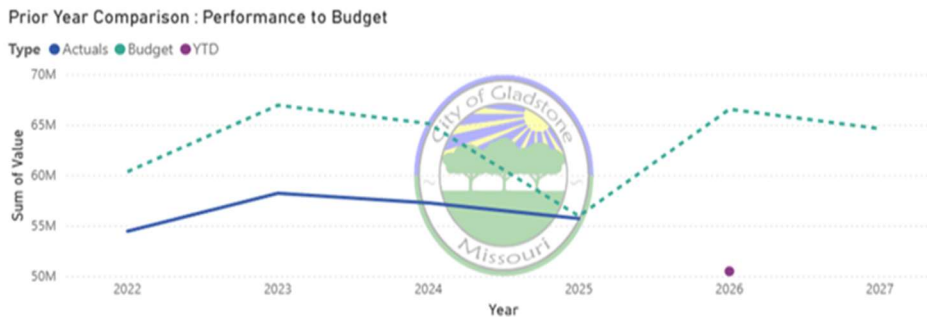
## Budgeted Funds - Overview

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	42 Supplies	-1,319,846	-181,720	-98,547	0	0	0	-941,716	-2,541,829
	43 Services	-4,431,028	-1,154,855	-161,038	-122,127	-244,000	0	-9,547,872	-15,660,920
	46 Capital	-822,958	-37,065	-124,600	-1,500,000	-6,820,000	0	-5,268,012	-14,572,635
	47 Debt	-729,413	-1,877,844	-186,933	-1,784,506	-954,529	-63,147	-1,286,047	-6,882,419
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## Expense Overview – Citywide

- Personnel expenses higher due to annual merit increase of 5% and 3% increase in health care costs, partially offset by reducing and combining administrative positions
- \$2.0m allocated for open positions
- 6% increase in Sewer charges from KC Water

## Expenditure - Budget Compared to Annualized Performance



## Citywide - Expenditure by Fiscal Year

- Overall expenses are forecasted to be lower in FY2027 due to one-time expenses in FY2026 (Pay down of line of credit, along with lower fund drawdowns in FY2027)
- Expenditure increase in FY2026 was largely due to the water treatment system refresh, personnel compensation adjustments, and Kansas City sewer fee increases.

# FY2027 Proposed Capital Budget

CAPITAL BUDGET FY2027							
GENERAL FUND	101	30	34	460400	Equipment Capital	\$ 235,660.17	SCBA breathing units, SCBA cylinders, LDH Water Supply Line, SBA face pieces, nose cups, harnesses, beds & recliners
	101	30	34	460410	Automotive Capital	\$ 423,697.76	Ambulance
	101	30	32	460410	Automotive Capital	\$ 124,600.00	2 Squad Cars
	101	50	53	460410	Automotive Capital	\$ 27,000.00	Pickup Leases
	101	40	44	460410	Automotive Capital	\$ 6,000.00	Pickup Leases
	101	60	61	460410	Automotive Capital	\$ 6,000.00	Pickup Leases
CCPT FUND	202	80	82	460400	Equipment Capital	\$ 29,700.00	Fitness Floor Incline Trainers
	202	80	85	460400	Equipment Capital	\$ 7,365.00	Pickup Leases
PSST FUND	203	39	39	460410	Automotive Capital	\$ 124,600.00	2 Squad Cars
CERF FUND	403	10	11	460400	Equipment Capital	\$ 35,931.00	Annual Cerf Tech equipment
CWSS FUND	501	70	73	460410	Automotive Capital	\$ 18,012.00	Pickup Leases
<b>TOTAL</b>						<b>\$ 1,038,565.93</b>	

# Risks: Expenditure– Significant Project Investments



FY27 budget allocates ~\$5 million to the water system renovation project



The entire water system renovation project is estimated to be ~\$14 million



Potential tariff impacts

30

## Fund Level Analysis

### General Fund

#### Overview

The general fund is the City’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. This fund accounts for the general operating transactions of the City including finance, police, fire/EMS, public works, community development, parks and recreation.

#### Prior Year Accomplishments and New Year Goals

#### Revenue

General Fund revenues are comprised mainly of sales taxes, property taxes, and charges for services. Budgeted revenues for the year are expected to be \$26.5 million, compared to \$26.3 million prior year. Revenue presented below on an annualized basis is slightly higher than final figures, attributable mainly to the bulk deposit of annual property tax receipts in December 2025. While General Fund revenues are buoyed by new tax streams from tourism and marijuana sales, staff are noting a modest decline in general sales tax and in property tax receipts in the latter half of fiscal year 2026. This decline has been accounted for in the 2027 revenue forecasts, and the City will continue to monitor.

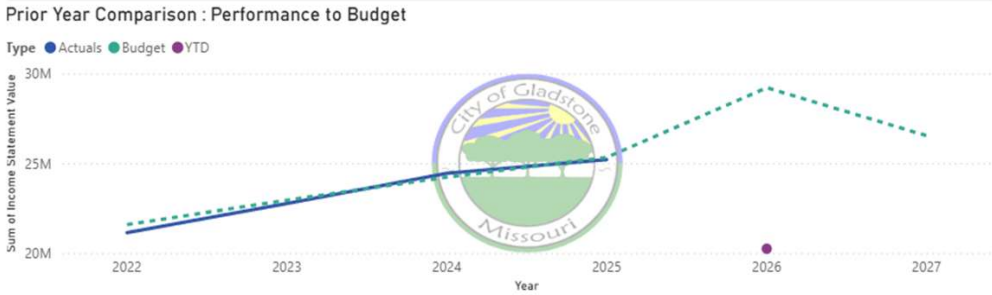
# General Fund– Budgeted Inflows and Outflows

- Budgeted revenues for the year are expected to be \$26.5 million, compared to \$29.2 million prior year.
- Sales tax growth forecast of 2-3%.
- A General Fund drawdown of \$358,500 is required for FY2027 to supplement CCPT budget.
- Personnel costs continue to account for most of the annual outflows.

Budgeted Funds – Overview

GL Type	Class	101-General
<b>Expense</b>	41 Personnel	-17,774,896
	42 Supplies	-1,319,846
	43 Services	-4,431,028
	46 Capital	-822,958
	47 Debt	-729,413
	48 Transfers	-1,444,913
	90 Audit	0
	GASB87 Expense	0
	GASB96 Expense	0
	<b>Total</b>	<b>-26,523,054</b>
<b>Revenue</b>	31 Taxes	16,878,444
	32 Licenses & Permits	932,338
	33 Intergovernmental Revenue	2,491,006
	34 Charges for Services	3,763,400
	35 Fines & Forfeitures	331,000
	36 Misc Revenue	1,280,903
	37 Debt Proceeds	0
	38 Transfers	487,463
	39 Non Revenue Receipts	358,500
	90 Accounting Only	0
	GASB87 Revenue	0
	GASB96 Revenue	0
<b>Total</b>	<b>26,523,054</b>	

## Revenue - Budget Compared to Annualized Performance



## General Fund Revenue – Budget to Actuals Comparison

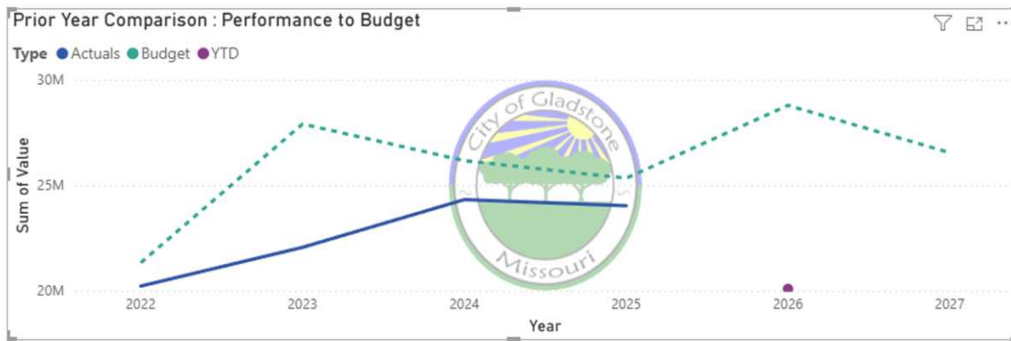
- FY2026 revenue is expected to finish close to budget of ~\$29M.
- FY2027 revenue lower than FY2026 due to one-time fund draw down revenue in FY2026 Budget.
- AJ Barn Event Center revenue of ~\$225-250k in FY2027

Composition of Intows



Expenditure

Expenditure - Budget Compared to Annualized Performance



General Fund Expenditure – Budget to Actuals Comparison

- Most of the expenditure increase is attributed to annualize impact of the market adjustments and annual merit increases, along with increases in healthcare costs citywide.
- Outflows have historically actualized well under budget in prior years. This is mainly attributed to open full-time positions the City is struggling to fill in the police and public works departments.

## Community Center and Parks Tax Fund

### Overview

The Community Center and Parks Tax (CPPT) Fund is a special revenue fund that accounts for the 0.25% City sales tax for the purpose of funding a community center and various parks projects.

In February of 2005, the citizens of Gladstone approved a .25% Parks Sales Tax to be used to construct a community center. In a partnership with the North Kansas City School District, a natatorium was added to the project to be funded by shared expenses and bonds. The Community Center offers aerobic exercise and dance areas, weight, strength, and cardio training areas, regulation basketball courts, walking/jogging track, meeting areas for up to 300 people, 25-meter competitive pool, dive well, and seating for 1,500 spectators in the competition pool/dive area.

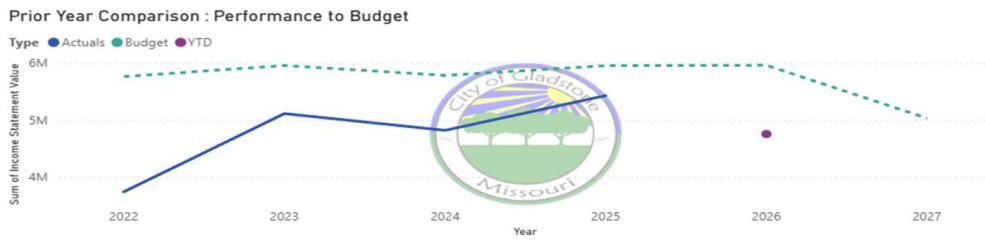
### Community Center Parks Tax Fund (CCPT) – Budgeted Inflows and Outflows

- The Community Center and Parks Tax (CPPT) Fund is a special revenue fund that accounts for the 0.25% City sales tax for the purpose of funding a community center and various parks projects.
- Membership fees forecasted to be 5% higher.
- Intergovernmental revenue lower due to reduced natatorium fee by \$225k which is largely offset by lower debt service expense.

GL Type	Class Detail	202-CCPT
<b>Revenue</b>	31 Taxes	1,138,003
	33 Intergovernmental Revenue	525,000
	34 Charges for Services	1,853,363
	36 Misc Revenue	373,980
	38 Transfers	1,141,650
	39 Non Revenue Receipts	0
	<b>Total</b>	<b>5,031,996</b>
<b>Expense</b>	41 Personnel	-1,780,512
	42 Supplies	-181,720
	43 Services	-1,154,855
	46 Capital	-37,065
	47 Debt	-1,877,844
	48 Transfers	0
		<b>Total</b>

## Revenue

Revenue - Budget Compared to Annualized Performance



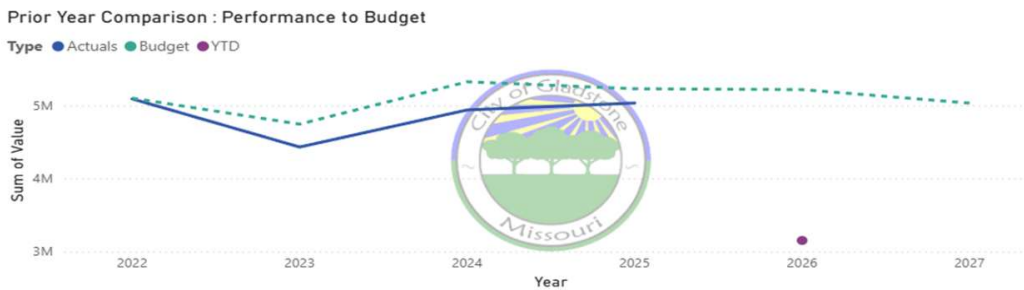
### CCPT Revenue – Budget to Actuals Comparison

- Historically, the fund has struggled to meet revenue projections which has caused a strain on free fund balance and is closely monitored by staff.
- \$352k transfer from General Fund required to balance budget for FY2027.

38

## Expenditure

Expenditure - Budget Compared to Annualized Performance



### CCPT Expenditure – Budget to Actuals Comparison

- Due to recent increases in the Missouri minimum wage, this fund has seen increased upwards pressure on wages across the part time employment base.

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# Public Safety Sales Tax Fund

## Overview

The Public Safety Sales Tax (PSST) Fund is a special revenue fund that accounts for the 0.25% City sales tax for the purpose of meeting the public safety programming promised to voters in the 2010 ballot initiative.

The historic programming of the PSST Fund has been to fund the general personnel expenditures of six law enforcement officers and related equipment expenses, fund two squad cars, and to pay the debt service on the City's recent radio system refresh project.

## Public Safety Sales Tax (PSST)– Budgeted Inflows and Outflows

- The Public Safety Sales Tax (PSST) Fund is a special revenue fund that accounts for the 0.25% City sales tax for the purpose of meeting the public safety programming promised to voters in the 2010 ballot initiative.
- The historic programming of the PSST Fund has been to fund the general personnel expenditures of six law enforcement officers and related equipment expenses, fund two squad cars, and to pay the debt service on the City's recent radio system refresh project.

Budgeted Funds - Overview

GL Type	Class Detail	203-PSST
<b>Revenue</b>	31 Taxes	1,219,829
	33 Intergovernmental Revenue	3,898
	36 Misc Revenue	22,943
	38 Transfers	6,632
	39 Non Revenue Receipts	0
	<b>Total</b>	<b>1,253,302</b>
<b>Expense</b>	41 Personnel	-682,184
	42 Supplies	-98,547
	43 Services	-161,038
	46 Capital	-124,600
	47 Debt	-186,933
	48 Transfers	0
	<b>Total</b>	<b>-1,253,302</b>

## Revenue

Revenue - Budget Compared to Annualized Performance

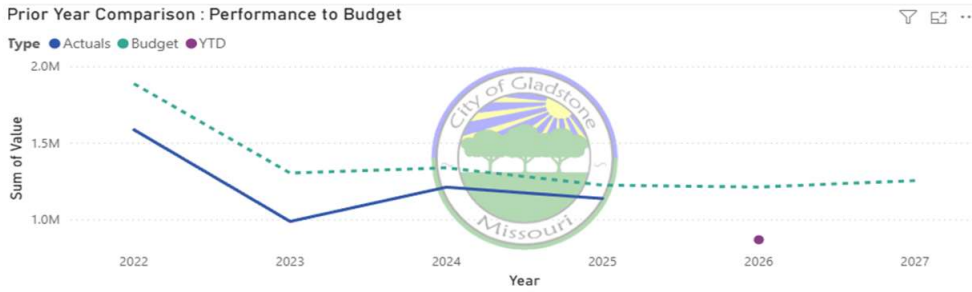


## PSST Revenue – Budget to Actuals Comparison

- Actualized performance has historically been close to budgeted for multiple years.
- Due to conservative sales tax revenue forecasts, inflows are budgeted to remain relatively flat year over year.

## Expenditure

Expenditure - Budget Compared to Annualized Performance



### PSST Expenditure – Budget to Actuals Comparison

- The fund has consistently performed as budgeted
- The PSST fund is highly restricted on what types of expenditures are allowed. Namely, the bulk of funding is allocated to the personnel costs of 6 police officers and their related mission-critical equipment.

## Capital Improvement Program

### Overview

The Capital Improvement Program (CIP) is an important policy document considered by the City Council. Capital project construction is generally reviewed on a five year look forward period annually. Planned and prudent investment is critical to maintaining the quality of life and economic vitality of any community.

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***Planned and prudent investment is critical to maintaining the quality of life and economic vitality of any community***

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The CIP document provides the City Council, Capital Improvement Program Committee, staff, and public with a framework for planning and scheduling capital projects. The plan presents a clear picture of projects scheduled for the current year. The process of updating the plan annually also provides an opportunity to revise the document based on changing community needs and priorities, economic conditions, revised cost estimates, or alternative funding sources.

The Capital Improvement Program consists of two special revenue funds: the Capital Improvement Sales Tax (CIST) Fund and the Transportation Sales Tax (TST) Fund.

## Funding

Funding for both the Capital Improvement Sales Tax and the Transportation Sales Tax Fund comes from each of their dedicated 0.5% general City sales tax inflows, as well as an annual \$1 million transfer from the General Fund relating to the 2019 Sales Tax. In years past, these funds have also been used to handle debt proceeds, miscellaneous supplementary transfers from the General Fund, and to re-allocate whatever interest revenue is realized from temporary investment activities to qualifying projects.

## Spending

Due to recent capital expenditures, a large portion of both capital funds outlays is comprised of debt service expenditures. Minimal discretionary funding is available from a free fund balance level, which dramatically impacts the ability of the City to address every concern. Projects and investments continue to be authorized and funded as additional funding is received.

## Capital Improvement Sales Tax Fund

### Overview

The Capital Improvement Sales Tax (CIST) Fund is a special revenue fund that accounts for the 0.5% City sales tax for the purpose of funding large capital projects.

## Capital Improvement Sales Tax Fund– Budgeted Inflows and Outflows

- The Capital Improvement Sales Tax (CIST) Fund is a special revenue fund that accounts for the 0.5% City sales tax for the purpose of funding large capital projects.
- Grants and partnership contributions of ~\$750k forecasted in FY2027 (Land & Water Conservation Fund Grant and contribution from Variety KC for Flora Park project).
- \$700k of Stormwater projects planned for FY2027.
- \$800k of Park projects planning for FY2027.

Budgeted Funds - Overview		
GL Type	Class Detail	401 CIST
<b>Revenue</b>	31 Taxes	2,276,006
	33 Intergovernmental Revenue	751,946
	34 Charges for Services	0
	36 Misc Revenue	67,981
	38 Transfers	1,000,000
	39 Non Revenue Receipts	0
	<b>Total</b>	
<b>Expense</b>	43 Services	-122,127
	46 Capital	-1,500,000
	47 Debt	-1,784,506
	48 Transfers	-689,300
	<b>Total</b>	

# Capital Improvement Sales Tax Fund (CIST)



Sales tax projections assumes ~3% growth year over year



Grants and partnership contributions of \$750k forecasted in FY2027 (Land & Water Conservation Fund Grant and contribution from Variety KC for Flora Park project).



Interest revenue expected to decline as invested funds decrease

45

## Transportation Sales Tax Fund

### Overview

The Transportation Sales Tax (TST) Fund is a special revenue fund that accounts for the 0.5% City sales tax for the purpose of funding capital roads and trail projects.

The fund revenues are comprised of a ½ cent sales tax, transfers from the General and CWSS Funds, various granting sources, and the Special Road District. This fund is used for transportation related improvements including the street maintenance program, major street projects, sidewalks, and trails.

# Transportation Sales Tax (TST)– Budgeted Inflows and Outflows

- Grants of ~\$2.9M forecasted in FY2027 (N. Oak STP and Old Antioch Road STP grants).
- ~\$6.4M of Road Projects planned for FY2027.
- \$445k of Sidewalk/Trail projects planned for FY2027.

Budgeted Funds - Overview		
GL Type	Class Detail	402-TST
<b>Revenue</b>	31 Taxes	2,276,006
	33 Intergovernmental Revenue	3,300,000
	34 Charges for Services	0
	36 Misc Revenue	82,698
	38 Transfers	100,000
	39 Non Revenue Receipts	2,359,825
	<b>Total</b>	<b>8,118,529</b>
<b>Expense</b>	43 Services	-244,000
	46 Capital	-6,820,000
	47 Debt	-954,529
	48 Transfers	-100,000
	<b>Total</b>	<b>-8,118,529</b>

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## Transportation Sales Tax Fund (TST)



Sales tax projections assumes 3% growth year over year



\$2.9M in grants forecasted in FY2027



Interest revenue expected to decline as invested funds decrease

47

## Capital Equipment Replacement Fund

### Overview

The Capital Equipment Replacement Fund (CERF) was established in 2001. This fund provides funds for capital purchases and projects.

Inflows for this fund typically come from interest earnings, non-restricted tax revenues, and transfers.

Budgeted Funds - Overview		
GL Type	Class Detail	404-Tech
<b>Revenue</b>	31 Taxes	468,984
	36 Misc Revenue	81,626
	38 Transfers	0
	39 Non Revenue Receipts	0
	<b>Total</b>	<b>550,610</b>
<b>Expense</b>	43 Services	0
	46 Capital	0
	47 Debt	-63,147
	48 Transfers	-487,463
	<b>Total</b>	<b>-550,610</b>

## CERF, CERF-TECH: Budgeted Inflows and Outflows

- The Capital Equipment Replacement Fund (CERF) was established in 2001.
- This fund provides funds for capital purchases and projects.
- Inflows for this fund typically come from interest earnings, non-restricted tax revenues, and transfers.

## Combined Water and Sewerage System Fund

### Overview

The Combined Water and Sewerage System (CWSS) Fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund including, but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collections.

As the city's only enterprise fund, it is designed and budgeted for as a self-sustaining entity without the need for unrestricted resources from the General Fund.

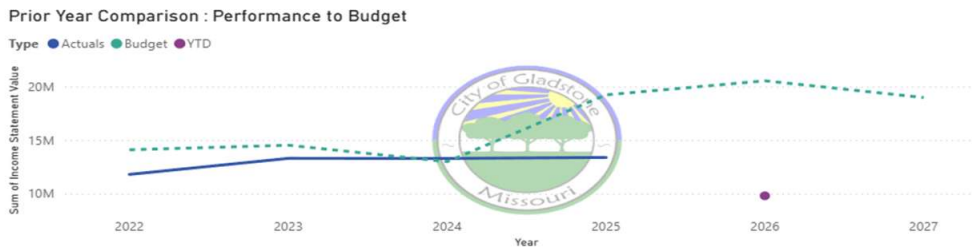
# Combined Waterworks and Sewerage Fund– Budgeted Inflows and Outflows

- The Combined Waterworks and Sewerage System (CWSS) Fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund including, but not limited to: administration, operations, maintenance, financing and related debt service, and billing and collections.

Budgeted Funds - Overview		
GL Type	Class Detail	501-CWSS
<b>Revenue</b>	33 Intergovernmental Revenue	0
	34 Charges for Services	13,471,886
	36 Misc Revenue	237,030
	38 Transfers	0
	39 Non Revenue Receipts	5,278,171
	<b>Total</b>	<b>18,987,087</b>
<b>Expense</b>	41 Personnel	-1,893,440
	42 Supplies	-941,716
	43 Services	-9,547,872
	46 Capital	-5,268,012
	47 Debt	-1,286,047
	48 Transfers	-50,000
	<b>Total</b>	<b>-18,987,087</b>

## Revenue

Revenue - Budget Compared to Annualized Performance

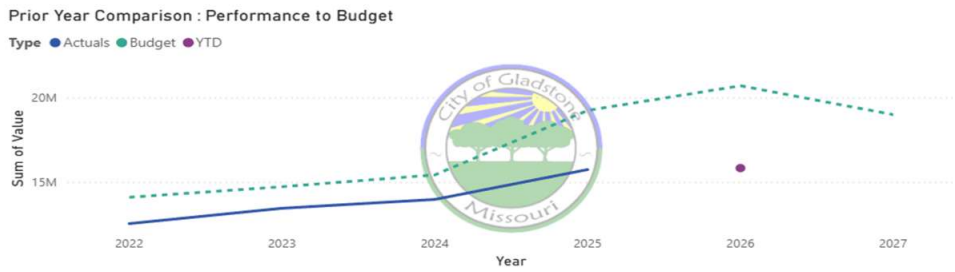


### CWSS Revenue – Budget to Actuals Comparison. (Budgetary Basis Presentation)

- Revenue Budget is artificially high in FY25 – FY27 due to the spenddown of the 2024 COP Debt Proceeds.
- Budget Committee to request a 6% increase in the per unit sewer rate for FY 2027 as a pass-through cost from Kansas City Water. Budget Committee to also request a 9.5% increase in the per unit water rate to address rising input costs, higher personnel costs, and investment in water treatment infrastructure projects.

# Expenditure

Expenditure - Budget Compared to Annualized Performance



## CWSS Expenditure – Budget to Actuals Comparison

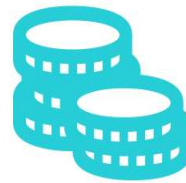
- The fund has historically performed well against budget. Expenditure increases are attributed to the water treatment plant project and the 6% increase from KCMO sewer charges.



## CWSS - Significant Project Investments



FY27 budget allocates ~\$5 million to the water system renovation project



The entire water system renovation project is estimated to be ~\$14 million

## Conclusion

In summary, the FY27 Budget continues the emphasis on achievement of Council and Budget Team goals, sustainable budget practices, and continued employee support and funding for the Compensation & Classification Plan.

The FY27 Budget is fiscally responsible and continues to support the provision of outstanding citizen services, programs, and staffing levels necessary to provide enhanced Citizen services. This Budget represents a stable organization that continues to plan for the future, and an organization that believes in providing excellent basic services.

The contents of the FY27 Budget are inclusive of various staff committee recommendations, department priorities, and review by the Budget Team comprised of Assistant City Manager Austin Greer, Director of Finance Matt Dayton, Finance Manager Robert Daniels, Human Resource Administrator Amanda Wheeler, and myself. Thank you for your support and consideration of the proposed fiscal year 2027 Budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert M. Baer", with a long horizontal flourish extending to the right.

**Robert Baer**  
**City Manager**



**City of Gladstone, MO  
7010 N. Holmes St  
Gladstone, MO 64118**

**For Further Information: (816)-436-2200**

## Sewer Rate Public Hearing



June 8, 2026

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## Factors Impacting Water and Sewer Rates

1. KC Water will be increasing sewer rates by 6% effective May 1, 2026
2. Support costs for the City of Gladstone have increased due to inflationary factors by 5-7%
3. The City of Gladstone is making significant investments in water treatment plant and overall infrastructure

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## Proposed Water & Sewer Charges

- Water
  - Usage
    - Current - \$5.36 per 1,000 gallons
    - Proposed - \$5.87 per 1,000 gallons
  - Service charge
    - Current - \$10.25
    - Proposed - \$11.22
- Sewer
  - Usage
    - Current - \$13.14
    - Proposed - \$13.93
  - Service charge
    - Current - \$18.18
    - Proposed - \$19.27

➤ 9.5% increase to water usage fee and to service charge based on increased support costs and water infrastructure investments.

➤ 6% increase to sewer usage fee and service charge as pass-through costs from KC Water.

3

## Comparison of Proposed Water & Sewer Charges

**Proposed Water & Sewer Rates of Metropolitan Cities Based on Average Household Usage As of March 2026**

City	Water Amount	Sewer Amount	Total
Kansas City	\$ 64.42	\$ 109.42	\$ 173.84
Raytown	83.53	58.70	142.23
Excelsior Spgs	58.69	71.75	130.44
Liberty	42.81	87.98	130.79
Parkville	62.85	60.35	123.20
<b>Gladstone, (proposed 6/1/26)</b>	<b>39.83</b>	<b>74.98</b>	<b>114.81</b>
Gladstone (as of 7/1/25)	37.05	70.74	107.79
Grandview	66.77	36.58	103.35
North Kansas City	28.53	65.33	93.86
Lees Summit	40.10	45.83	85.93
Blue Springs	42.00	38.95	80.95
Independence	34.90	59.36	94.26

*Assumptions: Average water rates are based on 5,000 gallons of usage and 4,000 gallons of sewer usage monthly*

Total increase of \$7.02 per month consisting of \$4.24 of sewer pass through costs from KC Water and \$2.78 of increased support and infrastructure investment costs for City of Gladstone.

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## Questions and Next Steps

**Questions?**

**Next Steps:**

- Proposed rates will go into effect July 1 if the City Council approves ordinances on tonight's agenda.



## *Request for Council Action*

RES # City Clerk Only

BILL # 26-16

ORD # 4.733

Date: 5/26/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to execute a cooperative Agreement with the North Kansas City School District for providing a School Resource Officer at Antioch Middle School.

Background: The North Kansas City School District and the City of Gladstone currently have an agreement in place that provides for a uniformed School Resource Officer at Antioch Middle School during the school year. The proposed Ordinance simply updates and renews the Agreement terms for the 2026-2027 school year and accounts for the expected wage and benefit increases for FY 27.

Budget Discussion: Funds are budgeted in the amount of \$76,912.57 from the General Fund. Ongoing costs are estimated to be \$ 76,912.57 annually. Previous years' funding was \$73,873.10. This amount accounts for 80% of total salary and benefits for the officer as agreed to by the North Kansas City School District.

Public/Board/Staff Input: Staff recommends approval of the Ordinance that amends the Agreement.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris  
Chief of Police

CW  
City Attorney

BB  
City Manager

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE NORTH KANSAS CITY SCHOOL DISTRICT FOR PROVIDING A SCHOOL RESOURCE OFFICER AT ANTIOCH MIDDLE SCHOOL.**

LEGISLATIVE FINDINGS

1. The City of Gladstone and the North Kansas City School District seek to continue a full-time School Resource Officer (SRO) program at Antioch Middle School.
2. The SRO program serves to reduce incidents of delinquency in school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy and other youth issues in an educational environment.
3. The SRO fulfills three valuable roles as Educator, Counselor or Problem Solver, and Law Enforcement Officer.
4. The Cooperative Agreement is in the best interests of the residents of the City of Gladstone.

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

**THAT,** the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into the proposed Memorandum of Understanding, in substantially the form attached hereto and incorporated herein, with the North Kansas City School District to provide a School Resource Officer at Antioch Middle School.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

First Reading: June 8, 2026

Second Reading: June 8, 2026

# SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING

City of Gladstone, Missouri  
Gladstone, Missouri

North Kansas City Schools  
District # 74

This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_, 2026 by and between the City of Gladstone, Missouri (hereinafter referred to as the “City” or “Police Department”) and the North Kansas City School District #74, a state accredited school district located within Clay County, Missouri (hereinafter referred to as the “District”)

## WITNESSETH:

- a. The City, by and through its Police Department, agrees to provide the School District one or more Gladstone Police Department officers to serve in the School Resource Officer Program in one or more of the District's schools as a School Resource Officer ("SRO"); and
- b. The District and the City desire for this Agreement to guide and direct the School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows:

## **I. MISSION AND GOALS**

- a. The mission of the School Resource Officer Program is to reduce incidents of delinquency in or around school by combining law enforcement with educational professionals to address drug and alcohol abuse, youth violence, truancy, and other youth issues in an educational environment.
- b. The following goals are shared between the District and the City with regard to the School Resource Officer Program:
  - i. Provide a safe and respectful school;
  - ii. Enhance the relationship between law enforcement officers and students in middle school; and
  - iii. Foster educational programs which will address tobacco, alcohol, and other drug issues, violence diffusion and prevention, and other safety issues as needed.

- iv. Assist Clay County School Resource Deputies in providing the “Choices” program curriculum to fifth graders at District elementary schools located in Gladstone, Missouri: Meadowbrook Elementary School, Chapel Hill Elementary School, Oakwood Manor Elementary School, Linden West Elementary School, and the Northland Innovations Center.

## **II. EMPLOYMENT AND ASSIGNMENT(S) OF THE SCHOOL RESOURCE OFFICER**

- a. Collaboration of the selection of an SRO shall be achieved through the School District Safety & Security Director, in conjunction with the City. Upon agreeance of such selection, the City shall provide one (1) SRO to Antioch Middle School, 2100 NE 65th Street, Gladstone, Missouri.
- b. Regular Duty Hours of the School Resource Officer
  - i. The SRO shall be assigned to the school on a full-time basis during those days and hours the school is in regular session. The SRO shall be on campus from one-half hour prior to the start of classes until one-half hour after the end of the regularly scheduled school day.
  - ii. On early release or late start days, the SRO may be required to attend District meetings or training during the remainder of the day.
  - iii. During the SRO's daily tour of duty, the SRO may be *off* campus performing such tasks that may be required by their assignments.
  - iv. The SRO may be temporarily reassigned by the City during school holidays and vacations, and/or during the periods of police emergency.
  - v. If staffing allows, the City may fill the role of the SRO when the regular SRO is on sick days, vacation days or in training. The City will, at a minimum, provide an officer for traffic control at arrival and dismissal when the SRO is absent and will increase extra patrol.
  - vi. The SRO shall ensure that the respective principal and the School District Safety & Security Director are notified when an SRO is sick or injured. If an SRO calls in sick, the SRO shall, if possible, use reasonable efforts to notify the principal and the School District Safety & Security Director prior to the start of the school day.
  - vii. Regular working hours may be adjusted on situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be utilized to cover scheduled school-related activity requiring the presence of a law enforcement officer.
- c. Extra Duty Hours of the School Resource Officer
  - i. The District may request the City to provide a School Resource Officer for summer programs, not to exceed thirty (30) days beyond the normal academic calendar. The academic calendar may be extended due to inclement weather days or other unforeseen circumstances.

- ii. The District may request the City to provide a School Resource Officer for Before- and After- School Programs, not to exceed three (3) hours per day. The District shall reimburse the SRO for the Extra Duty Hours at the District standard off-duty rate unless the SRO is performing duties related to an investigation or Police Department function, in which the SRO will be compensated at his/her *overtime* rate.
  - iii. The SRO will participate in training related to their SRO duties on one professional development day in the first semester and one professional development day in the second semester. The SRO will work with the District Safety & Security Director to establish and set up the training.
- d. The Role of the School Resource Officer

The role of the School Resource Officer is based on a "triad" approach adopted from training developed and presented by the National Association of School Resource Officers (NASRO) and/or the Missouri School Resource Officers Association (MSROA). The triad philosophy defines a School Resource Officer as fulfilling three main roles: Educator, Counselor or Problem Solver, and Law Enforcement Officer.

- i. *Educator*- The School Resource Officer shall provide educational information in the form of classroom presentations, parent or public presentations, or in-service school staff presentations. Formal presentations shall be made available to these groups on any topic concerning public safety, law related issues, crime prevention, drug abuse prevention, gang prevention, or other topics as appropriate. The School Resource Officer will act as an instructor or arrange for another SRO or certified public safety instructor, for these respective presentations when invited to do so by the principal or member of the faculty. These presentations shall be conducted in a professional manner and shall be pre-approved by the District's Director of Safety & Security with input from the respective school administrator.
- ii. *Counselor/Problem Solver* - The School Resource Officer is not a substitute for school counselors. The SRO may give advice or guidance to students and the education staff within the context of the officer's knowledge, training, and experience. The SRO may counsel students on a variety of issues, which may range from dealing with anger, personal conflicts, drug and alcohol issues, abuse and neglect, and other issues related to public safety or the law.
  - The School Resource Officer shall work closely with the District Director of Safety & Security, school administrators and counselors, social workers, juvenile officers, and other organizations, which service youth to provide support to students in need.
- iii. *Law Enforcement Officer* - The School Resource Officer shall conduct criminal investigations and make arrests utilizing the same criteria as any other certified law enforcement officer of the City. The SRO will often work with the District Director of Safety & Security, school administrators, parents, social service agencies, and the Clay County Juvenile Office to explore effective ways to hold juvenile offenders accountable for their actions.

- The School Resource Officer shall also gather intelligence information regarding criminal activities involving school aged or juvenile offenders. This information is then shared with the appropriate resources.

e. Additional Duties of the School Resource Officer

- i. The SRO shall coordinate all his/her activities with the City, the District Director of Safety & Security, the principal and staff members concerned, and will seek permission, advice, and guidance prior to enacting any programs within the school.
- ii. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police, and the police mission.
- iii. The SRO shall encourage individual and small group discussions with students based on material presented in class to further establish rapport with the students.
- iv. When requested by the District Director of Safety & Security or by the respective principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO program. Each year, the SRO will provide faculty members, especially new members, an overview of the SRO program.
- v. The SRO shall make himself/herself available for conferences with students, parents, and faculty member to assist them with problems of law enforcement, crime prevention, or violence prevention topics. Confidential information shall not be disclosed except as provided by law or court order.
- vi. The SRO shall become familiar with all community agencies offering assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies and liaise, when necessary, thereby acting as a resource person to the students, faculty and staff of the school.
- vii. The SRO shall assist the District Director of Safety & Security and principal(s) in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events.
- viii. The SRO shall adhere to School Board policy, City policy and legal requirements should it become necessary to conduct formal police activities with the students.
- ix. If the SRO becomes aware of any criminal investigation at the SRO's respective school(s), the SRO should help coordinate that investigation, even though the SRO may not be the lead investigator. For example, when the SRO becomes aware of a child abuse case, they may not be the lead investigator; however, the SRO will make the necessary contacts with the appropriate investigating agency to facilitate the investigation.

- x. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the District Director of Safety & Security, along with the respective principal, aware of such action. At the request of District Director of Safety & Security or the respective school principal, the SRO shall take appropriate law enforcement action for violations of the law on school property or at related school functions as allowed by Missouri Statutes.
- xi. The SRO shall give assistance to other law enforcement officers and/or other local law enforcement departments in matters regarding his/her school assignment, whenever necessary.
- xii. The SRO shall, whenever possible, and in accordance with established overtime procedures, participate in and/or attend school functions.
- xiii. The SRO may be assigned non-campus investigations relating to runaways or truant students that attend the school to which the SRO is assigned.
- xiv. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the City, the District Director of Safety & Security, principal, or superintendent as required by law.
- xv. The SRO shall not act as a school disciplinarian or conduct searches or frisks on behalf of an administrator for issues only related to school discipline. However, if there is a safety risk; or the District Director of Safety & Security or the principal believes a violation of law has occurred, and the school district intends to pursue the matter criminally; then the SRO shall be contacted. The SRO shall determine whether law enforcement action is appropriate. If the District Director of Safety & Security disagrees, then the SRO's supervisor at the City shall be consulted.
- xvi. The SRO is not to be used for regularly assigned lunchroom duties, hall monitor, bus monitor, in school suspension monitor, or any other regularly assigned duties that are filled by a School or District employee. If there is a problem in one of these areas, the SRO should be actively involved and help the school solve the problem. These solutions will vary but may include the presence of the SRO in these areas. Even though the SRO is not to be assigned regular duties of another School or District member in these high traffic areas, the SRO should make a consistent and regular practice to be visible in these areas. The SRO's presence will provide great opportunities to make positive contacts with students and to help deter negative issues from occurring.
- xvii. The SRO or City should ensure the respective principal and the District Director of Safety & Security are notified when the SRO is sick or injured prior to the start of the school day.

- f. Access to Education Records
  - i. School officials shall allow the SRO to inspect any public records maintained by the School District to the extent allowed by state and federal law. However, law enforcement officials may not inspect and/or copy confidential student education records except in accordance with Board of Education Policy and Regulations.
  - ii. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency based on the seriousness of the threat to someone's health or safety.
  - iii. A full explanation as to the need of the information to handle the emergency and the extent to which time is of the essence shall be articulated in the SRO's official policy report.
  - iv. If confidential student record information is needed, but no emergency exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records, or with consent of the student's parent or guardian as required by Board Policy or as otherwise allowed by state and federal law.
  - v. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 12329, and will indemnify the District, to the extent permitted by law, for any damages suffered by it by reason of its failure to do so.

### **III. RIGHTS, DUTIES, AND RESPONSIBILITIES OF THE DISTRICT**

- a. District Administration shall provide all full-time SRO's the following materials and facilities, which are deemed necessary to the performance of the SRO duties:
  - i. Access to an air-conditioned and properly lighted private office, which shall contain a telephone to be used for general business purposes. This office may be shared by another SRO but shall be for SRO use only.
  - ii. A location for files and records, which can be properly locked and secured.
  - iii. A desk with drawers, a desk chair, additional guest chair(s), filing cabinet office supplies.
  - iv. Access to a computer and/ or secretarial assistance.

**IV. FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

- a. The District agrees to pay \$76,912.57 to the City of Gladstone, Missouri as its' share of the Officer's salary in the School Resource Officer Program for the term of the agreement, as described herein.

**V. TERM OF THE SCHOOL RESOURCE PROGRAM**

- a. This program is effective for the twelve-month period beginning on July 1, 2026, for the academic school year, and shall remain in effect until either June 30, 2027, or until a party provides written notice to the other party indicating a request for either amendment or termination as indicated in section IX, entitled TERMINATION OF AGREEMENT.

**VI. EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER**

- a. The School Resource Officer shall remain an employee of the City of Gladstone, Missouri, and shall not be an employee of the District.
- b. The District and the City acknowledge that the School Resource Officer shall remain responsible to the chain of command of the Department. However, the School Resource Officer shall coordinate efforts and activities with the District Director of Safety & Security and respective school principal.

**VII. DISMISSAL OF THE SCHOOL RESOURCE OFFICER; REPLACEMENT**

- a. If the principal of the school to which the SRO is assigned feels the SRO is not effectively performing his or her duties and responsibilities, the principal shall discuss the matter with School District Director of Safety & Security. The School District Director of Safety & Security will try to resolve any issues, however, if the principal and the School District Director of Safety & Security agree the respective SRO should be removed from the program then the School District Director of Safety & Security shall give this written recommendation to the Executive Director for Support Services and Student Activity.
- b. The Executive Director for Support Services and Student Activity will exhaust all avenues to attempt to resolve the situation. If resolution cannot be gained, the recommendation to remove the SRO from the program will be forwarded to the Superintendent of the District. Within a reasonable time after receiving the recommendation to remove the SRO from the program, the Superintendent or his/her designee shall advise the City of the request.
- c. If the City so desires, the Superintendent and the City Manager or his/her designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such a meeting, specific members of the respective school, along with the School District Director of Safety & Security and Executive Director

for Student Activities and Support Services may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event the City does not seek mediation, then the SRO shall be removed from the program and the school. The City shall then provide a replacement SRO.

- d. The City may dismiss or reassign an SRO based upon City Rules, Regulations and/or General Orders and when it is in the best interest of the people of the City of Gladstone, Missouri, and the District.
- e. In the event of the resignation, dismissal, reassignment or long-term absence of an SRO, the City shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving notice of such resignation, dismissal, reassignment, or long-term absence.

**VIII. TERMINATION OF AGREEMENT**

- a. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement.
- b. Either party, upon one hundred eighty (180) days written notice, may terminate this Agreement without cause.
- c. Termination of this Agreement may only be accomplished as provided herein.
- d. In the event this Agreement is terminated, compensation will be made to the Department for all services performed to the date of the termination and the School District shall be entitled to a pro-rated refund for the period of time when SRO services are not provided because of the termination of the Agreement.

**IX. EVALUATION OF PROGRAM**

- a. It is mutually agreed that the City and the District shall annually evaluate the School Resource Officer Program and implement recommendations and changes as needed and agreed upon.

**X. NOTICES**

- a. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Dr. Rochel Daniels  
Superintendent  
North Kansas City School District  
2000 NE 46<sup>th</sup> Street  
Kansas City, MO 64116

Robert M. Bear  
City Manager  
City of Gladstone, Missouri  
7010 North Holmes  
Gladstone, Missouri 64118

***XI. GOOD FAITH***

- a. The District, the City, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement.
- b. Unforeseen difficulties or questions will be resolved by negotiation between the District Superintendent and the City Manager, or their designees.

***XII. MODIFICATION***

- a. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

***XIII. NON- ASSIGNMENT***

- a. This Agreement, and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the City is obtained.

***XIV. MERGER***

- a. This agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

***XV. INSURANCE***

- a. It is understood that both the City and the School District are governmental bodies and maintain appropriate insurance coverage.

***XVI. LEGAL CONTINGENCIES***

- a. It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity, sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability for its own actions.

**XVII. NO WAIVER OF IMMUNITY**

- a. Nothing in this Agreement waives any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

**North Kansas City Schools District #74**

\_\_\_\_\_  
Karee Gleason- Miller  
President  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Cole  
Board Secretary

\_\_\_\_\_  
Date

**City of Gladstone, Missouri**

\_\_\_\_\_  
Robert M. Baer  
Gladstone City Manager

\_\_\_\_\_  
Date



## *Request for Council Action*

RES  # City Clerk Only

BILL  # 26-17

ORD  # 4.734

Date: 6/1/2026

Department: Police

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing an amendment to Title IV of the Gladstone City Code.

Background: Currently, our City Code does not address the use and regulation of Electric Bicycles. During the City Council Goal Setting session this past November, E-Bike regulation was discussed. Given the rapid adoption of E-Bikes amongst the public, Staff and Council discussed E-Bike safety, regulation, and usage within the City. In order to address the discussions surrounding E-Bikes from Goal Setting, staff is proposing an amendment to Title IV of the City Code that will create a new Chapter of the Code which addresses E-Bikes. The proposed amendment will allow the City to have clear regulations, usage guidelines, and safety standards for E-Bikes moving forward as they continue to become more popular and prevalent within the City.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris  
Chief of Police

JA  
City Attorney

BB  
City Manager

**AN ORDINANCE AMENDING TITLE IV, TRAFFIC CODE, OF THE CODE OF ORDINANCES OF THE CITY OF GLADSTONE, MISSOURI TO ADD A NEW CHAPTER 125 ENTITLED “ELECTRIC BICYCLES”.**

**WHEREAS**, The Code of Ordinances of the City of Gladstone, Missouri (the “City Code”) includes provisions in Title IV addressing traffic regulations within the City of Gladstone, Missouri (the “City”); and

**WHEREAS**, the City staff have prepared revisions to add to Title IV of the City Code a new Chapter 125, Electric Bicycles, addressing the usage, classification, safety, and other regulations of electric bicycles or “E-Bike(s)”.

**WHEREAS**, the City Council desires to approve the proposed addition to Title IV of the City Code as set forth in this ordinance.

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

**SECTION 1:** That Title IV, Traffic Code, of the City Code is hereby amended by enacting a new Chapter 125, entitled “Electric Bicycles”, which shall read as follows:

**Section 4.125.010 – Electric Bicycle Defined.**

Electric bicycle or “E-Bike(s)” as used in this Chapter shall mean a bicycle equipped with fully operable pedals, a saddle or seat for the operator, brakes that disengage electric assist or cause electric assist function to cease when the bicycle's brakes are applied, and an electric motor of less than seven hundred fifty (750) watts that meets the requirements of one of the following three classes:

- (a) Class 1 electric bicycle is equipped with a motor that provides assistance only when the operator is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty (20) miles per hour;
- (b) Class 2 electric bicycle is equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty (20) miles per hour;
- (c) Class 3 electric bicycle is equipped with a motor that provides assistance only when the operator is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour and such vehicle shall also be equipped with a speedometer that is capable of displaying speed of travel in miles per hour.

**Section 4.125.020 – Applicability of Traffic Laws.**

Every person driving, operating, or riding an electric bicycle, upon any roadway in this City shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this state declaring the rules of the road applicable to vehicles or by the provisions of Title IV of the City Code applicable to the drivers of vehicles, except as to special regulations in Title IV of the City Code and except as to those provisions of state law and Title IV

of the City Code which, by their nature, can have no application. An electric bicycle shall be considered a vehicle to the same extent as a bicycle.

**Section 4.125.030 – Brakes.**

Every electric bicycle shall be equipped with a brake or brakes which will enable its driver to stop the E-Bike within twenty-five (25) feet from a speed of ten (10) miles per hour on dry, level, clean pavement.

**Section 4.125.040 – Lights, Reflectors, When Required: Standards to be Met.**

Every electric bicycle when in use on any street or highway during the period from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise shall be equipped with the following:

- (a) A front-facing lamp on the front or carried by the rider which shall emit a white light visible at night under normal atmospheric conditions on a straight, level, unlighted roadway at five hundred (500) feet;
- (b) A rear-facing red reflector, at least two (2) square inches in reflective surface area, or a rear-facing red lamp, on the rear which shall be visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lower beams of vehicle headlights at six hundred (600) feet;
- (c) Reflective material and/or lights on any part of the bicyclist's pedals, crank arms, shoes or lower leg, visible from the front and the rear at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at two hundred (200) feet; and
- (d) Reflective material and/or lights visible on each side of the electric bicycle or bicyclist and visible at night under normal atmospheric conditions on a straight, level, unlighted roadway when viewed by a vehicle driver under the lawful lower beams of vehicle headlights at three hundred (300) feet.

**Section 4.125.050 – Riding on Roadways.**

- (a) A Class 1 or Class 2 electric bicycle shall be operated only on roadways with a speed limit of thirty-five (35) miles per hour or less, except when upon a marked paved shoulder or bike lane. This shall not prohibit the use of such vehicle when crossing roadways with speed limits in excess of thirty-five (35) miles per hour.
- (b) No person shall operate a Class 3 electric bicycle on any street or highway with a designated speed limit greater than forty-five (45) miles per hour, or on any sidewalk or other public property.
- (c) Every person operating an electric bicycle at less than the posted speed or slower than the flow of traffic upon a roadway shall ride as near to the right side of the roadway as safe, exercising due care when passing a standing vehicle or one proceeding in the same direction, except when making a left turn, when avoiding hazardous conditions, when the lane is too narrow to share with another vehicle, or when on a one-way street.

**Section 4.125.060 – Electric Bicycles on Sidewalks.**

- (a) A person may not operate a Class 3 electric bicycle on sidewalks or crosswalks.
- (b) A person operating a Class 1 electric bicycle, or a Class 2 electric bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrians and shall give audible signal before overtaking and passing such pedestrian.
- (c) A person operating a Class 1 electric bicycle, or a Class 2 electric bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk shall have all the rights and duties applicable to a pedestrian under the same circumstances.

**Section 4.125.070 – Electric Bicycles on Multi-Use Paths and Trails.**

- (a) A Class 1 or Class 2 electric bicycle may be ridden on multi-use paths where bicycles are permitted.
- (b) A Class 3 electric bicycle shall not be ridden on multi-use paths or trails.
- (c) A “Multi-Use Path” as used in the Section shall mean a path designated to accommodate the movement of pedestrians and cyclists.
- (d) No person shall operate or ride on any electric bicycle on a trail where such trail is designated for pedestrian use only or limited to use(s) inconsistent with the use of an electric bicycle.

**Section 4.125.080 – Electric Bicycle Safety Requirements.**

- (a) No Person shall operate an electric bicycle on any street or highway in this City unless it is equipped in accordance with the minimum requirements established by the United States Consumer Product Safety Commission, 16 C.F.R. 1512, as the same may be subsequently amended or superseded.
- (b) Electric bicycles shall have affixed to them the labeling required under Section 307.194 RSMo., as the same may be subsequently amended or superseded.
- (c) No person shall tamper with or modify an electric bicycle so as to change the motor-powered speed capability or engagement of an electric bicycle, unless he or she replaces the label required under Subsection (b) of this Section with a new label indicating the new classification. If the classification of an electric bicycle is altered, the bicycle must be operated in accordance with the regulations applicable to the new classification of the electric bicycle.

**Section 4.125.090 – Inspection.**

A uniformed City Police Officer may at any time, upon reasonable cause to believe that an electric bicycle is unsafe or not equipped as required by law, or that its equipment is not in proper adjustment or repair, require the person operating the electric bicycle or to stop and submit the electric bicycle to an inspection and such test with reference thereto as may be appropriate.

**Section 4.125.100– Minimum Age to Operate Class 3 Electric Bicycle.**

No person under the age of sixteen (16) shall operate a Class 3 electric bicycle on any roadway within the City.

**Section 4.125.110 – Helmet Required.**

- (a) Every person operating or being a passenger on an electric bicycle upon any roadway, alleyway, or public right-of-way within the City limits shall wear a bicycle helmet of good fit, fastened securely upon the head with the straps of the helmet.
- (b) "Bicycle helmet" shall be defined as a piece of headgear which meets or exceeds the impact standard for protective bicycle helmets set by the U.S. Consumer Products Safety Commission Federal safety standards, those developed by the American National Standards Institute (ANSI), the Snell Memorial Foundation or the American Society of Testing and Materials (ASTM).
- (c) No parent, custodian or legal guardian of a person age sixteen (16) and under shall knowingly permit said person to operate or be a passenger on an electric bicycle operated upon any roadway, alleyway, sidewalk, crosswalk or public right-of-way within City limits without wearing a helmet as required by this Section.

**Section 4.125.120 – Penalty.**

Any person seventeen (17) years of age or older who violates any provision of this Chapter, is guilty of a municipal ordinance violation and, upon conviction thereof, shall be punished by a fine of twenty-five dollars (\$25.00). Such violation does not constitute a crime, and conviction shall not give rise to any disability or legal disadvantage based on conviction of a criminal offense. If any person under seventeen (17) years of age violates any provision of this Article in the presence of a Police Officer possessing the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the State, said officer may impound the electric bicycle involved for a period not to exceed five (5) days upon issuance of a receipt to the child riding it or to its owner.

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

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

\_\_\_\_\_  
Jean B. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Kris Keller, City Clerk

First Reading: June 8, 2026

Second Reading: June 8, 2026



## *Request for Council Action*

RES  # City Clerk Only

BILL  # 26-18

ORD  # 4.735

Date: 6/1/2026

Department: General Administration

Meeting Date Requested: 6/8/2026

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: An Ordinance authorizing the City Manager to enter into an Agreement with the Junior College of Metropolitan Kansas City, a/k/a Metropolitan Community College, to house animals from the Gladstone Animal Shelter from July 3, 2026 to July 10, 2026. This will allow all animals to be removed to a safe location during Freedom Fest on July 4th and subsequent Animal Shelter renovations the week following.

Background: A large fireworks display is scheduled to take place during the July 4th Gladstone Freedom Fest, and this will have a negative effect on the animals within the Animal Shelter due to the close proximity. Additionally, much work is scheduled to begin on the flooring inside the shelter on July 6th that would have caused a disruption to the housing of animals for approximately five days. The Metropolitan Community College – Maple Woods Veterinary Tech program has graciously agreed to house all the animals in their facility and grant our Animal Control Officers access to the animals for care from July 3, 2026 to July 10, 2026.

Budget Discussion: N/A

Public/Board/Staff Input: Staff recommends approval of the proposed Bill.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Fred Farris  
Chief of Police

CW  
City Attorney

BB  
City Manager

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE JUNIOR COLLEGE OF METROPOLITAN KANSAS CITY A/K/A/ METROPOLITAN COMMUNITY COLLEGE FOR TEMPORARY HOUSING OF ANIMALS IN THE CUSTODY OF THE GLADSTONE ANIMAL SHELTER FROM JULY 3, 2026 TO JULY 10, 2026.**

**WHEREAS**, the City of Gladstone is planning events at Happy Rock Park on Saturday July 4, 2026, for Freedom Fest, the commemoration of the 250th anniversary of the signing of the Declaration of Independence; and

**WHEREAS**, improvements to the Animal Shelter will begin on Monday, July 6, 2026, lasting until Friday, July 10, 2026; and

**WHEREAS**, these events will likely cause great disruption and anxiety to the housed animals; and

**WHEREAS**, Metropolitan Community College has agreed to house the animals at their Maple Woods Campus – Veterinary Tech program and allow Gladstone Animal Control Officers access to care for the animals.

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

**THAT**, the City Manager is hereby authorized to enter into an Agreement, in substantially the form attached hereto and incorporated herein, with Metropolitan Community College for the temporary housing of the Animal Shelter animals at the Maple Woods Campus from July 3rd to July 10th, 2026 and to take any other such measures as may be required to ensure the execution of the agreement.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 8TH DAY OF JUNE 2026.**

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Jean B. Moore, Mayor

ATTEST:

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Kris Keller, City Clerk

First Reading: June 8, 2026

Second Reading: June 8, 2026

## FACILITY USE AND SERVICE AGREEMENT

This Facility Use Agreement (Agreement) is made by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, whose principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and **the City of Gladstone, (Lessee), whose principal office is located at 7010 North Holmes, Gladstone, MO 64118.**

For good and valuable consideration as described herein, the parties hereto agree as follows:

### 1. Use and Condition of Premises and Equipment

**1.1. Use and Condition of Premises.** MCC agrees to grant to Lessee the use of the **Veterinary Technology Building 19 and Barn at MCC-Maple Woods, located at, 2601 NE Barry Road, Kansas City, Missouri 64156-1299** (Premises), **for the express purpose of temporarily housing dogs and cats under the Gladstone Animal Shelter custody** (Event). Lessee shall not use the Premises for any other purpose nor shall it use any other part of the Premises other than as stated hereunder. Lessee accepts the Premises in present condition and agrees to keep and maintain the same in as good a condition as at present, free from debris, danger of fire or any nuisance, to commit no acts of destruction or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of this Agreement will deliver the same without notice to MCC in as good a condition as when it received, with ordinary wear and tear excepted. MCC shall not permit alcoholic drinks to be sold or provided on the Premises under any circumstance.

**1.2. Use and Condition of Equipment.** MCC agrees to grant to Lessee the use of the equipment as standard to the Premises, and additional equipment that may be mutually agreed upon by the parties as described herein. Lessee understands and agrees that during the term of this Agreement, it shall be solely responsible for all equipment used or present in the Premises. Any equipment or services requested upon arrival may be invoiced after the conclusion of the Event.

**2. Non-Standard Equipment.** MCC agrees to provide to Lessee: N/A

### 3. Term and Termination.

**3.1. Term.** The term of this Agreement shall be **July 3, 2026, through July 10, 2026**, unless terminated earlier in accordance with the terms and conditions set forth herein. The term may be extended upon the mutual written agreement of the parties.

**3.2. Termination.** Each party reserves the right to terminate this Agreement with or without cause upon seven (7) days' written notice to the other party. Each party reserves the right to terminate this Agreement immediately if the other party fails to comply with any of the terms and conditions herein.

**3.3. Schedule.** MCC shall grant Lessee use of the Premises on the dates and times as follows: **beginning at 8:00 a.m. on Friday, July 3, 2026, through 5:00 p.m. on Friday July 10, 2026.**

Such use of Premises excludes all holidays, except for July 4, 2026 (Independence Day), inclement weather closings, closures due to emergencies, or for any reason that use of the Premises is impracticable.

**4. Minors.** Each party acknowledges that if the Event activities involve minors, each party agrees to inform the other party if they have any knowledge of any injuries, or suspected abuse, or neglect of any minor Participant. Lessee will bear responsibility for reporting the same to the appropriate authorities, advise MCC that such a report was made, and provide verification of the same.

**5. Catering Services and Preferred Vendor Clause.** MCC offers on-site catering services through its preferred food vendor, Great Western Dining Service (GWD). As part of this agreement, GWD shall have the first right of refusal to provide catering for any event held on MCC premises. Requester should receive feedback via email from GWD indicating they will not be able to service the event.

Event organizers must first offer GWD the opportunity to cater their event. If GWD declines or is unable to provide the requested services, the organizer may then seek alternative catering options. **All fees for catering services are handled through MCC's catering partner, Great Western Dining (GWD).**

**Requests must be received 15 business days prior to event. Great Western Dining (GWD) Services requires a 72-hour (3-day) notice for changes to requests. Cancellations must be made a minimum of 24 hours (1 business day) in advance of the scheduled event.**

**The organization listed in the MCC Catering Event Form is financially responsible for the guaranteed number and arrangements listed in the catering form, which serves as a contract when finalized. All sales are final and there are no refunds. All external caterers must comply with MCC's facility use guidelines and provide proof of insurance and necessary permits.**

**6. Fees. The fees will be waived.**

**7. Liability Requirements.**

**7.1. Insurance.** Lessee agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) automobile insurance, to include uninsured and underinsured motorists, in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and c) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall include students, participants, volunteers, property damage, and contractually assumed liability and name MCC as an additional insured listed as follows: **Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College;**

**3200 Broadway, Kansas City, MO 64111.** Upon the execution of this Agreement, Lessee agrees to provide MCC proof of insurance which shall include the stipulations hereunder and state that such coverage will not be cancelled without thirty (30) days written notice. Failure to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.

**7.2. INDEMNIFICATION. TO THE EXTENT PERMITTED BY MISSOURI LAW, LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MCC, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, COSTS, JUDGMENTS, OR OTHER FORMS OF LIABILITY, ACTUAL OR CLAIMED, INCLUDING REASONABLE ATTORNEYS' FEES, FOR INJURY OR DAMAGE TO PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING OR ALLEGEDLY OCCURRING IN CONNECTION WITH ANY ACTION, INACTION, OR CONDUCT COMMITTED BY LESSEE OR BY ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS, OR REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT.**

**7.3. No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable Missouri governmental immunities law.

**8. Order of Precedence.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any exhibit, invoice, purchase order, website or other document attached hereto or incorporated herein by reference, the terms and conditions of this Agreement shall govern.

**9. Notices.** All communications relating to this Agreement shall be in writing and may be (i) hand delivered, (ii) sent by overnight courier, (iii) shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested, or (iv) upon confirmation of receipt when sent by electronic mail to the parties at the addresses written below.

**Notices to MCC shall be sent to:**

Attn: Auxiliary and Contract Services  
Metropolitan Community College  
3200 Broadway  
Kansas City, MO 64111  
Email address for notices: [Auxiliary.Services@mccckc.edu](mailto:Auxiliary.Services@mccckc.edu)

**Notices sent to Lessee shall be sent to:**

Attn: Fred Farris, Chief of Police  
City of Gladstone  
7010 North Holmes  
Gladstone, MO 64118  
Phone: 816-436-3550  
Email address for notices: [fredf@gladstone.mo.us](mailto:fredf@gladstone.mo.us)

**10. No Solicitation.** MCC does not permit on MCC's Premises the solicitation of products and/or services. Lessee acknowledges and agrees that solicitation is prohibited and warrants that Lessee shall not do any Solicitation.

**11. Compliance with Law.** Lessee will comply with all statutes, rules, regulations, and codes of the governmental agencies having jurisdiction over the property, project, and/or the Services; in addition, Lessee represents and warrants it will comply with all applicable local, state, and federal laws, rules, regulations, directives, and orders pertaining to the operations and activities undertaken by Lessee, including but not limited to those pertaining to public health, safety, and welfare.

**12. Non-Discrimination.** Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, national origin, veteran status or any other status protected by applicable law. **Lessee shall also abide by the requirements of 41 CFR § 60-300.5(a), and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**13. Anti-Discrimination Against Israel.** In accordance with Missouri Revised Statute Section 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of this agreement, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of R.S.Mo. § 34.600.

**14. No Debarment.** Lessee represents that it is not debarred or suspended from doing business with the federal government and/or any state government and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

**15. Powers and Authority.** Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.

**16. No Agency.** Nothing in this Agreement shall create an agency, partnership, or joint venture between MCC and Lessee.

**17. Tobacco-Free Policy.** Lessee agrees to strictly abide by MCC's tobacco-free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.

**18. Governing Law.** This Agreement is governed by and constructed in accordance with the substantive laws of the State of Missouri, without regard to choice of law principals. The forum for all disputes, claims, causes, and actions arising under this Agreement shall be Kansas City, Jackson County, Missouri.

**19. Severability.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**20. Waiver.** Failure of either party to insist upon strict performance of the terms of this Agreement shall not be construed as a waiver of such party's rights to later enforce any provision thereof.

**21. Remedies.** All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

**22. Successors and Assignments.** This Agreement shall not be assigned by either party without the prior written consent of the other party and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**23. Force Majeure.**

(a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this Agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that: (1) the Nonperforming Party used reasonable efforts to perform its obligations; (2) the Nonperforming Party's inability to perform its obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstances giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under Subsection (c).

(b) "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, except that a Force Majeure Event will not include the Covid-19 Pandemic of 2020.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

**24. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

**25. Execution.** This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Lessee as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone**

Signature: *Timothy Jones*

Signature: \_\_\_\_\_

Name: Timothy Jones

Name: Fred Farris

Title: Executive Director Procurement CS

Title: Chief of Police

Date: 05/21/2026

Date: \_\_\_\_\_

**Metropolitan Community College  
Addendum To  
Facility Use Agreement**

This Addendum (Addendum) is hereby made a part of and incorporated into the Facility Use Agreement (Agreement) by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), and the City of Gladstone, Missouri (Lessee) made effective **July 3, 2026**. To the extent any term of this Addendum is inconsistent or conflicts with any term of the Agreement such Addendum term shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. All other provisions of the Agreement not referenced herein shall remain in full force and effect.

**1.1 (a). Permitted Use.** Lessee may use the Premises solely for:

- Temporary housing of dogs and cats under Lessee's custody
- Basic feeding, cleaning, and routine care
- Administration of medications prescribed by licensed veterinarians

No surgical procedures or invasive veterinary procedures shall be performed on Premises unless separately authorized in writing.

Lessee shall comply with all applicable federal, state, and local laws, including animal welfare and biosecurity regulations.

**1.2 (a). Supervision, Staffing, and Cleaning.** Lessee shall:

- Provide adequately trained staff and/or approved volunteers at all times
- Ensure at least one responsible supervisor is present during all periods of occupancy
- Maintain control and supervision of all animals housed on the Premises

MCC personnel are not responsible for animal care unless separately agreed in writing.

Lessee shall also:

- Maintain Premises in a clean and sanitary condition
- Follow all sanitation protocols provided by MCC
- Remove all animals, waste, supplies, and equipment upon expiration of the Term
- Restore the Premises to their original condition, reasonable wear and tear excepted

MCC reserves the right to inspect the Premises during and after the Term.

**7.4. Lessee Liability.** Lessee assumes full responsibility for all animals housed at the Facilities. Lessee shall be responsible for any damage to MCC property caused by Lessee personnel, volunteers, or animals. Nothing in this section shall be construed as a waiver of the City of Gladstone's sovereign immunity.

**7.5. Emergency Procedures.** Lessee shall comply with all posted emergency procedures and building policies. In the event of:

- Animal escape
- Injury to any person
- Property damage
- Biohazard incident

Shelter shall immediately notify designated MCC personnel.

The parties have caused this Addendum to be executed by their authorized representatives on the day and year written below.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone, Missouri**

By: Timothy Jones

By: \_\_\_\_\_

Name: Timothy Jones

Name: Fred Farris

Title: Executive Director Procurement CS

Title: Chief of Police

Date: 05/21/2026

Date: \_\_\_\_\_

**Metropolitan Community College  
Addendum To  
Facility Use Agreement**

This Addendum (Addendum) is hereby made a part of and incorporated into the Facility Use Agreement (Agreement) by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), and the City of Gladstone, Missouri (Lessee) made effective May 26, 2026. To the extent any term of this Addendum is inconsistent or conflicts with any term of the Agreement, this superseding Addendum shall govern. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. All other provisions of the Agreement not referenced herein shall remain unchanged and in full force and effect.

**1.1 (a). Permitted Use.** Lessee may use the Premises solely for:

- Temporary housing of dogs and cats under Lessee's custody; and
- Basic feeding, cleaning, and routine care; and
- Administration of medications prescribed by licensed veterinarians.

No surgical procedures or invasive veterinary procedures shall be performed on Premises unless separately authorized in writing. Lessee shall comply with all applicable federal, state, and local laws, including animal welfare and biosecurity regulations.

**1.2 (a). Supervision, Staffing, and Cleaning.** Lessee shall:

- Provide adequately trained staff and/or approved volunteers at all times; and
- Ensure at least one responsible supervisor is present during all periods of occupancy; and
- Maintain control and supervision of all animals housed on the Premises; and
- Maintain Premises in a clean and sanitary condition; and
- Follow all sanitation protocols provided by MCC; and
- Remove all animals, waste, supplies, and equipment upon expiration of the Term; and
- Restore the Premises to their original condition, reasonable wear and tear excepted.

MCC personnel are not responsible for animal care unless separately agreed in writing. MCC reserves the right to inspect the Premises during and after the Term.

**7.4. Lessee Liability.** Lessee assumes full responsibility for all animals housed at the Facilities. Lessee shall be responsible for any damage to MCC property caused by Lessee personnel, volunteers, or animals. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. No provisions of the Agreement shall be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to Lessee under applicable Missouri governmental immunities law.

**7.5. Emergency Procedures.** Lessee shall comply with all posted emergency procedures and building policies. In the event of:

- Animal escape; or
- Injury to any person; or
- Property damage; or
- Biohazard incident.

Lessee shall immediately notify designated MCC personnel in the event of any of the above listed events.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by themselves or their authorized representatives.

**Junior College District of Metropolitan  
Kansas City, Missouri**

**City of Gladstone, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Timothy Jones

Name: Robert Baer

Title: Executive Director of Procurement CS

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_